



# भारत का राजपत्र

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सं. 16]

नई दिल्ली, शनिवार, अप्रैल 19, 1997/चैत्र 29, 1919

No. 16]

NEW DELHI, SATURDAY, APRIL 19, 1997/CHAITRA 29, 1919

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह वस्तु संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक अधिकार और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

(न्यायिक अनुभाग)

सूचना

नई दिल्ली, 22 मार्च, 1997

का. आ. 1015.—नोटरीज नियम, 1956 के नियम 6 के  
अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है  
कि श्री एम. के. कौशिक, एडवोकेट ने उक्त प्राधिकारी को उक्त  
नियम के नियम 4 के अधीन एक आवेदन इस बात के  
लिए दिया है कि उसे सरोजिनी नगर, राष्ट्रीय राजधानी  
दिल्ली में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त  
पर किसी भी प्रकार का आपेक्षा इस सूचना के प्राप्तान के  
चौबह दिन के भीतर सिद्धित रूप से मेरे पास भेजा जाए।

[सं. 5(69)/97-न्यायिक]  
एन. सी. जैन, सक्षम प्राधिकारी एवं  
अपर विधि सलाहकार

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

(Judicial Section)

## NOTICE

New Delhi, the 22nd March, 1997

S.O. 1015.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri S. K. Kaushik, Advocate for appointment as a Notary to practise in Sarojini Nagar, N.C.T of Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(69)/97-Judl.]  
N. C. JAIN, Competent Authority & Addl. Legal Adviser

मूचना

नई दिल्ली, 26 मार्च, 1997

का. आ. 1016.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि सुधी नियम यशवत्त अश्वेदन, एडबोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे पिम्परी चिचवाड (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(76)/97-न्यायिक]

एन.सी. जैन, सक्षम प्राधिकारी एवं  
अपर विधि सलाहकार

## NOTICE

New Delhi, the 26th March, 1997

S.O. 1016.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Ms. Nirmala Yashwant Ashtekar, Advocate for appointment as a Notary to practise in Pimpri Chinchwad (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(76)/97-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

मूचना

नई दिल्ली, 26 मार्च, 1997

का. आ. 1017.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री आनन्दराज डी. पाटील, एडबोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे भन्नमाड मिटी (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(77)/97-न्यायिक]

एन.सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

## NOTICE

New Delhi, the 26th March, 1997

S.O. 1017.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Anandraj D. Patil, Advocate for appointment as a Notary to practise in Mumbai City (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(77)/97-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

मूचना

नई दिल्ली, 26 मार्च, 1997

का. आ. 1018.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि मो. एम.एम. याह्या अंसारी, एडबोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे महाराष्ट्र गज्य में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(78)/97-न्यायिक]

एन.सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

## NOTICE

New Delhi, the 26th March, 1997

S.O. 1018.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Mohd. M. M. Yahya Ansari, Advocate for appointment as a Notary to practise in Maharashtra.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(78)/97-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

मूचना

नई दिल्ली, 2 अप्रैल, 1997

का. आ. 1019.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री रंजन कुमार मालाकार, एडबोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे तामलुक, मिर्जापुर जिला (पश्चिम बंगाल) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(81)/97-न्यायिक]

एन.सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

## NOTICE

New Delhi, the 2nd April, 1997

S.O. 1019.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Ranjan Kumar Malakar Advocate for appointment as Notary to practise in Tamluk District Midnapore (West Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(81)/97-Judl.]

N. C. JAIN, Competent Authority &amp; Addl. Legal Adviser

मूचना

नई दिल्ली, 2 अप्रैल, 1997

का. आ. 1020.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह मूचना दी जाती है कि श्री तरुण कांति चौधुरी, एडब्ल्यूकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक प्रावेदन इस बात के लिए दिया है कि उसे किरण गंकर राय रोड, कलकत्ता (पश्चिम बंगाल) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आक्षेप इम मूचना के प्रकाशन के चौदह दिन के भीतर निखिल रूप से मेरे पास भेजा जाए।

[सं. 5(82)/97-न्यायिक]

एन.सी. जैन, सक्षम प्राधिकारी, एवं  
अपर विधि सलाहकार

## NOTICE

New Delhi, the 2nd April, 1997

S.O. 1020.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Tarun Kanti Chaudhuri Advocate for appointment as a Notary to practise in Kiran Sankar Roy Road, Calcutta (West Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(82)/97-Judl.]

N. C. JAIN, Competent Authority &  
Addl. Legal Adviser

कार्मिक लोक शिकायत तथा पेशन मंत्रालय

(कार्मिक ग्रीर प्रणिक्षण विभाग)

नई दिल्ली, 7 अप्रैल, 1997

का. आ. 1021.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उन्नर प्रदेश राज्य सरकार की गृह (पुलिस)-3 के अधिसूचना संख्या 172—जीआई/पुलिस-3/96-97 दिनांक 12 मार्च, 1997 द्वारा प्राप्त सहमति से थाना भीजपुर, जनपद गाजियाबाद, उन्नर प्रदेश में भारतीय दंड महिता 1860 (1860 का अधिनियम सं. 45) की धारा 307 के अधीन दर्ज किये गए अपराध संख्या 142/96, धारा 25 शस्त्र अधिनियम के अधीन दर्ज किए गए अपराध संख्या 143/96, धारा 25 शस्त्र अधिनियम के अधीन दर्ज किए हुए अपराध संख्या 144/96, धारा 25 शस्त्र अधिनियम के अधीन दर्ज किए गए अपराध संख्या 145/96 और धारा 25 शस्त्र अधिनियम के अधीन दर्ज किए गए अपराध संख्या 146/96 के संबंध में तथा उन्हीं तथ्यों से उद्भूत वैसे ही संव्यवहार के अनुक्रम में किए गए उस अपराधों और किसी अन्य अपराध अथवा अपराधों से सम्बन्धित और संस्कृत प्रयत्नों, दुष्प्रेरणों तथा षड्यंत्रों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[म. 228/18/97-ए.वी.टी.-II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel &amp; Training)

New Delhi, the 7th April, 1997

S.O. 1021.—In exercise of powers conferred by Sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government with the consent of State Government of Uttar Pradesh, Home (Police)-3 Lucknow vide Notification No. 172, GI/VI/Police-3/96-97, dated 12th March, 1997 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of State of Uttar Pradesh for investigation of the offences punishable under sections 307 Indian Penal Code (Act No. 45 of 1860) registered under case No. 142/96, 25 Arms Act registered under Crime No. 143/96, 25 Arms Act registered under Crime No. 144/96, 25 Arms Act registered under Crime No. 145/96, 25 Arms Act registered under Crime No. 146/96 of the Police Station Bhojpur, District Ghaziabad (U. P.) and for any other offence of attempt, abetment and conspiracy in relation to or in connection with the said offences committed in the course of same transaction or arising out of the same fact or facts in relation to the aforesaid case.

[No. 228/18/97-AVD II]  
HARI SINGH, Under Secy

भारतीय रिजर्व बैंक  
(विदेशी मुद्रा नियन्त्रण विभाग)  
मुंबई, 24 फरवरी, 1997

का०आ० 1022.—विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 73 की उप-धारा (3) के साथ पठित धारा 8 की उप-धारा (1) के अनुसरण में और दिनांक 27 फरवरी 1988 की अधिसूचना सं० फेरा 73/88-आरबी के अधिकरण में रिजर्व बैंक भारत के निवासी किसी भी व्यक्ति को समय-समय पर विनिर्दिष्ट शर्तों के अनुसार विदेश यात्रा के लिए विदेशी मुद्रा अर्जित करने और इस शर्त पर कि ऐसी अव्ययित विदेशी मुद्रा का उपयोग पुनः विदेश यात्रा के लिए किया जाएगा, भारत में उसके द्वारा वापस लायी गयी अव्ययित विदेशी मुद्रा निम्नलिखित अवधि के लिए अपने पास रखने की अनुमति प्रदान करता है;

- (क) यदि ऐसी अव्ययित विदेशी मुद्रा नोट या सिक्के के रूप में हो तो उसकी वापसी की तिथि से 90 दिन तक; और
- (ख) यदि ऐसी अव्ययित विदेशी मुद्रा यात्री चेक के रूप में हो तो उसकी वापसी की तिथि से 180 दिन तक।

[सं० फेरा-172/97 आरबी]  
सी. हरिकुमार, कार्यपालक निदेशक

RESERVE BANK OF INDIA  
(Exchange Control Department)  
Mumbai, the 24th February, 1997

S.O. 1022.—In pursuance of sub-section (1) of Section 8 read with sub-section (3) of Section 73 of the Foreign Exchange Regulation Act, 1973 (46 of 1973) and in supersession of Notification No. FERA. 73/88-RB dated 27th February, 1988, the Reserve Bank is pleased to order that its Notification No. FERA. 80/89-RB dated 9th August, 1989 as amended upto 24th February, 1994, shall stand further amended with immediate effect as under :

- (a) a period not exceeding 90 days from the date of his return, if such unspent foreign exchange is in the form of notes and coins ; and
- (b) a period not exceeding 180 days from the date of his return, if such unspent foreign exchange is in the form of travellers cheques.

[No. FERA A-172/97-RB]  
C. HARI KUMAR, Executive Director

मुंबई, 24 फरवरी, 1997

का०आ० 1023.—विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 13 की उप-धारा (2) के अनुसरण में रिजर्व बैंक ग्राहक देता है कि 24 फरवरी 1994 तक यथार्थगोदित दिनांक 9 अगस्त, 1989 की इसकी

अधिसूचना सं० फेरा 80/89-आरबी को तत्काल प्रभाव से निम्नलिखित रूप में पुनः संशोधन माना जाए।

उक्त अधिसूचना में खंड (V) के बाद निम्नलिखित नया खंड जोड़ा जाएगा, अर्थात् :—

“(VI) रिजर्व बैंक की दिनांक 24 फरवरी, 1997 की अधिसूचना सं० फेरा 172/97-आर बी के अनुसार भारत के किसी की अवित्त को उसके द्वारा पिछली विदेश यात्रा से वापसी के समय भारत में वापस लायी गयी और अपने पास रखी अव्ययित विदेशी मुद्रा भारत के बाहर ले जाने की अनुमति देना।

- (क) नोट और सिक्के के रूप में उसकी वापसी की तिथि से 90 दिन तक की अवधि में;
- (ख) यात्री चेक के रूप में, उसकी वापसी की तिथि से 180 दिन तक की अवधि में।”

[सं० फेरा 173/97-आर बी]

सी० हरिकुमार, कार्यपालक निदेशक

Mumbai, 24th February, 1997

S.O. 1023.—In pursuance of sub-section (2) of Section 13 of the Foreign Exchange Regulation Act, 1973 (46 of 1973), the Reserve Bank is pleased to order that its Notification No. FERA. 80/89-RB dated 9th August, 1989 as amended upto 24th February, 1994, shall stand further amended with immediate effect as under :

In the said Notification after clause (v), a new clause shall be inserted as follows, namely,—

“(iv) to permit any person resident in India to take out of India, unspent foreign exchange brought back by him to India while returning from his previous visit abroad and retained in accordance with the Reserve Bank's Notification No. FERA/172/97-RB dated February 24, 1997 :

- (a) in the form of notes and coins, within a period not exceeding 90 days from the date of his return ;
- (b) in the form of travellers cheques within a period not exceeding 180 days from the date of his return.

[No. FERA 173/97-RB]  
C. HARI KUMAR, Executive Director

(प्रार्थक कार्य विभाग )

( बैंकिंग प्रभाग )

नई विल्सो, 31 मार्च, 1997

का० आ० 1024.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 और खंड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खंड (क) द्वारा प्रदत्त शर्तियों का प्रयोग करने हुए, केन्द्रीय मरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद-धारा, आ० के आ० शान्तिया, वर्तमान महाप्रबंधक,

यूनियन बैंक ऑफ इंडिया को उनके कार्यभार ग्रहण करने की तारीख से और 31 अक्टूबर, 2000 तक की अवधि के लिए पंजाब नैशनल बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामिति) के रूप में नियुक्त करती है।

[एफ. सं. 9/18/96-वी. ओ. I]

मुख्यमंत्री श्रीवास्तव, उप सचिव

**MINISTRY OF FINANCE**  
(Department of Economic Affairs)  
(Banking Division)

New Delhi, the 31st March, 1997

S.O. 1024.—In exercise of the powers conferred by clause (a) of sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. R. Chabria, presently General Manager, Union Bank of India as a whole time Director (designated as the Executive Director) of Punjab National Bank for the period from the date of his taking charge and upto 31st October, 2000.

[F. No. 9/18/96-B.O.I]

SUDHIR SHRIVASTAVA, Dy. Secy.

नई दिल्ली, 1 अप्रैल, 1997

का. आ. 1025—राष्ट्रीयकृत बैंक (प्रबंध और प्रक्रीय उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1), खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अंजन एवं अन्तरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात्, एतद्वारा, श्री शारदा निहू, वर्तमान कार्यपालक निदेशक, यूनाइटेड बैंक ऑफ इंडिया को उनके कार्यभार ग्रहण करने की तारीख में 31 दिसम्बर, 1999 तक की अवधि के लिए यूको बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[एफ सं. 9/21/96-वी. ओ. -I]

मुख्यमंत्री श्रीवास्तव, उप सचिव

New Delhi, the 1st April, 1997

S.O. 1025.—In exercise of the powers conferred by clause (a) of sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Sharda Singh, presently Executive Director, United Bank of India as Chairman and Managing Director, UCO Bank, for the period from the date of his taking charge and upto 31st December, 1999.

[F. No. 9/21/96-B.O.I]

SUDHIR SHRIVASTAVA, Dy. Secy.

नई दिल्ली, 1 अप्रैल, 1997

का. आ. 1026—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (क) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात् एतद्वारा, श्री एम. एस. वर्मा, वर्तमान प्रबंध निदेशक, भारतीय स्टेट बैंक को, पहली प्र० 1977 से 30 नवम्बर, 1998 तक को अवधि के लिए भारतीय स्टेट बैंक के अध्यक्ष के रूप में नियुक्त करती है।

[एफ सं. 8/2/97-वी. ओ. I]

मुख्यमंत्री श्रीवास्तव, उप सचिव

New Delhi, the 1st April, 1997

S.O. 1026.—In exercise of the powers conferred by clause (a) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with Reserve Bank of India, hereby appoints Shri M. S. Verma, presently Managing Director, State Bank of India, as the Chairman, State Bank of India, for the period from 1st April, 1997 and upto 30th November, 1998.

[F. No. 8/2/97-B.O.I]

SUDHIR SHRIVASTAVA, Dy. Secy.

नई दिल्ली, 1 अप्रैल, 1997

का. आ. 1027—राष्ट्रीयकृत बैंक (प्रबंध और प्रक्रीय उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1), खण्ड 5, खण्ड 6, खण्ड 7, और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अंजन एवं अन्तरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात् एतद्वारा, श्री आर. एस. हुगर, वर्तमान कार्यपालक निदेशक, इंडियन बैंक को उनके कार्यभार ग्रहण करने की तारीख से 31 मई, 2000 तक की अवधि के लिए कार्यपालक बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[एफ सं. 9/7/97-वी. ओ. I]

एम. दामोदरन, संयुक्त सचिव

New Delhi, the 1st April, 1997

S.O. 1027.—In exercise of the powers conferred by clause (a) of sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri R. S. Hugar, presently Executive Director, Indian Bank as Chairman and Managing Director, Corporation Bank for the period from the date of his taking charge and upto 31st May, 2000.

[F. No. 9/7/97-B.O.I]

M. DAMODARAN, Jt. Secy.

नई दिल्ली, 2 अप्रैल, 1997

का. आ. 1028.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 26 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श में, एतद्वारा, अधिसूचित करती है कि राष्ट्रीय कृषि और ग्रामीण विकास बैंक, एग्री-डेवलपमेंट फाइनेंस (तमिल-नाडु) लिमिटेड, चेन्नई जिसके साथ यह मुद्र्य प्रबोलक के रूप में संबद्ध रहेगा, की योग्य पंजी में अंशदान करे, अथवा उसके योग्यों को खरीदे और बेचे, अथवा उसकी प्रतिभूतियों में निवेश करे।

[म. 7 (43)/96-ए. सी. (टा. पन.)]

एम. के. ठाकुर, अवर सचिव

New Delhi, the 2nd April, 1997

S.O. 1028.—In exercise of the powers conferred by Section 26 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby notifies that the National Bank for Agriculture and Rural Development may contribute to the share capital of, or purchase and sell shares of, or invest in the securities of Agri Development Finance (Tamil Nadu) Ltd., Chennai with which it will be associated as Chief Promoter.

[No. 7(43)/96-AC (TN)]  
S. K. THAKUR, Under Secy.

नई दिल्ली, 2 अप्रैल, 1997

का. आ. 1029.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 26 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श में, एतद्वारा, अधिसूचित करती है कि राष्ट्रीय कृषि और ग्रामीण विकास बैंक, एग्री बिजनेस फाइनेंस (एपी) लिमिटेड, हैदराबाद जिसके साथ यह मुद्र्य प्रबोलक के रूप में संबद्ध रहेगा, की योग्य पंजी में अंशदान करे, अथवा उसके योग्यों को खरीदे और बेचे, अथवा उसकी प्रतिभूतियों में निवेश करे।

[म. 7 (43)/96-ए. सी. (एपी)]

एम. के. ठाकुर, अवर सचिव

New Delhi, the 2nd April, 1997

S.O. 1029.—In exercise of the powers conferred by Section 26 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby notifies that the National Bank for Agriculture and Rural Development may contribute to the share capital of, or purchase and sell shares of, or invest in the securities of Agri Business Finance (Andhra Pradesh) Ltd., Hyderabad with which it will be associated as Chief Promoter.

[No. 7(43)/96-AC (AP)]  
S. K. THAKUR, Under Secy

नई दिल्ली, 2 अप्रैल, 1997

का. आ. 1030.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 26 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श में, एनडब्ल्यूआरा, अधिसूचित करती है कि राष्ट्रीय कृषि और ग्रामीण विकास बैंक, कर्नाटक एग्री डेवलपमेंट फाइनेंस कंपनी लिमिटेड, बैंगलूर जिसके साथ यह मुद्र्य प्रबोलक के रूप में संबद्ध रहेगा, की योग्य पंजी में अंशदान करे, अथवा उसके योग्यों को खरीदे अथवा बेचे अथवा उसकी प्रतिभूतियों में निवेश करे।

[एफ. म. 7 (43)/96-ए. सी. (के टीके)]

एम. के. ठाकुर, अवर सचिव

New Delhi, the 2nd April, 1997

S.O. 1030.—In exercise of the powers conferred by Section 26 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby notifies that the National Bank for Agriculture and Rural Development may contribute to the share capital of, or purchase and sell shares of, or invest in the securities of Karnataka Agri Development Finance Company Ltd., Bangalore with which it will be associated as Chief Promoter.

[No. 7(43)/96-AC (KTK)]  
S. K. THAKUR, Under Secy.

(राजन्य विभाग)

आदेश

नई दिल्ली, 27 मार्च, 1997

स्टाम्प

का. आ. 1031.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा महाराष्ट्र राज्य विन निगम, मुंबई को मात्र सतरह लाख पच्चीस हजार रु. का समेकित स्टाम्प-गुल्क अदा करने की अनुमति देती है जो कि उन्न निगम द्वारा निम्नलिखित विशिष्ट संख्या वाले 13.85% एम एस एफ सी वंधपत्र—2006 (17वीं अंवृता) पर स्टाम्प शुल्क के कारण प्रभार्य है:

- (1) भारतीय जीवन बीमा निगम को आवंटित मात्र छह करोड़ रुपए के कुल मूल्य के दस-दस लाख रुपए के 1 से 60 तक,
- (2) भारतीय स्टेट बैंक को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के दस-दस लाख रुपए के 61 से 80 तक,
- (3) देना बैंक को आवंटित मात्र एक करोड़ रुपए के कुल मूल्य के दस-दस लाख रुपए के 81 से 90 तक,

- (4) बैंक ऑफ महाराष्ट्र को आवंटित मात्र एक करोड़ रु. के कुल मूल्य के दस-दस लाख रु. के 91 से 100 तक,
- (5) बैंक ऑफ ब्रॉडा को आवंटित मात्र पचास लाख रु. के कुल मूल्य के एक-एक लाख रु. के 101 से 150 तक,
- (6) स्टेट ट्रांसपोर्ट को, ऑप. बैंक लिमि. को आवंटित मात्र एक करोड़ रु. के कुल मूल्य के दस-दस लाख रु. के 151 से 160 तक,
- (7) शेतकारी सहकारी बैंक लिमि. को आवंटित पचास लाख रु. के कुल मूल्य के दस-दस लाख रु. के 161 से 165 तक,
- (8) बम्बई मरकेनटाइल को-ऑप. बैंक लिमि. को आवंटित मात्र पांच करोड़ रु. के कुल मूल्य के दस-दस लाख रु. के 166 से 215 तक,
- (9) अभ्युदय को-ऑप बैंक लिमि. को आवंटित मात्र पचास लाख रु. के कुल मूल्य के पांच-पांच लाख रु. के 216 से 225 तक,
- (10) द भारत को-ऑप बैंक लिमि. को आवंटित मात्र एक करोड़ पचास लाख रु. के कुल मूल्य के दस-दस लाख रु. के 226 से 235 तक,
- (11) जनकल्याण सहकारी बैंक लिमि. को आवंटित मात्र एक करोड़ पचास लाख रु. के कुल मूल्य के दस-दस लाख रु. के 236 से 250 तक,
- (12) द अहमदनगर सहकारी बैंक लिमि. को आवंटित मात्र पचास लाख रु. के कुल मूल्य के दस-दस लाख रु. के 251 से 255 तक,
- (13) महाराष्ट्र राज्य मडक परिवहन निगम अधिकारी निधि के न्यासी बोर्ड को आवंटित मात्र दो करोड़ पचास लाख रु. के कुल मूल्य के दस-दस लाख रु. के 256 से 280 तक।

[म. 5/97-स्टॉम्प/फा. सं. 15/4/97-बि.क.]  
प्रम. कुमार, अब्दा सचिव

(Department of Revenue)

### ORDER

New Delhi, the 2nd April, 1997

### STAMPS

S.O. 1031.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Maharashtra State Financial Corporation, Mumbai to pay consolidated stamp duty of Rupees Seventeen lakhs twenty five thousand only, chargeable on account of the Stamp Duty on 13.85 per cent MSFC Bonds—2006 (71st Series) bearing distinctive numbers:

- (1) from 1 to 60 of Rupees Ten lakhs each of the aggregate value of Rupees Six crores only allotted to Life Insurance Corporation of India;
- (2) from 61 to 80 of Rupees Ten lakhs each of the aggregate value of Rupees Two crores only allotted to State Bank of India;
- (3) from 81 to 90 of Rupees Ten lakhs each of the aggregate value of Rupees One crore only allotted to Dena Bank;

- (4) from 91 to 100 of Rupees Ten lakhs each of the aggregate value of Rupees One crore only allotted to Bank of Maharashtra;
- (5) from 101 to 150 of Rupees One lakh each of the aggregate value of Rupees Fifty lakhs only allotted to Bank of Baroda;
- (6) from 151 to 160 of Rupees Ten lakhs each of the aggregate value of Rupees One crore only allotted to State Transport Co-op. Bank Ltd.;
- (7) from 161 to 165 of Rupees Ten lakhs each of the aggregate value of Rupees Fifty lakhs only allotted to Shetkari Sahakari Bank Ltd.;
- (8) from 166 to 215 of Rupees Ten lakhs each of the aggregate value of Rupees Five crores only allotted to Bombay Mercantile Co-op. Bank Ltd.;
- (9) from 216 to 225 of Rupees Five lakhs each of the aggregate value of Rupees Fifty lakhs only allotted to Abhudaya Co-op. Bank Ltd.;
- (10) from 226 to 235 of Rupees Ten lakhs each of the aggregate value of Rupees One crore only allotted to the Bharat Co-op. Bank Ltd.;
- (11) from 236 to 250 of Rupees Ten lakhs each of the aggregate value of Rupees One crore fifty lakhs only allotted to Jankalyan Sahakari Bank Ltd.;
- (12) from 251 to 255 of Rupees Ten lakhs each of the aggregate value of Rupees Fifty lakhs only allotted to the Ahmednagar Sahakari Bank Ltd.;
- (13) from 256 to 280 of Rupees Ten lakhs each of the aggregate value of Rupees Two crore fifty lakhs only allotted to Board of Trustees Maharashtra State Road Transport Corporation Gratuity Fund by the said Corporation.

[No. 5/97-Stamps] [F. No. 15/4/97-ST]  
S. KUMAR, Under Secy.

### उद्योग मंत्रालय

(भारी उद्योग विभाग)

नई दिल्ली, 4 मार्च, 1997

का. आ. 1032—केन्द्रीय सरकार, राजभाषा (मंथ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में निम्न-नियमित कार्यालय को, जिसके 80% कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

- (1) भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
पावर सेक्टर—पी ई एम  
बी. एच. ई. एल. हाउस  
सिरीफोर्ट,
- नई दिल्ली—110049 :

[म. ८-11012 (1)/92-हिन्दी]  
पंकज अग्रवाल, उप सचिव

### MINISTRY OF INDUSTRY

(Department of Heavy Industry)

New Delhi, the 4th March, 1997

S.O. 1032.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office whereof 80 per cent staff have acquired the working knowledge of Hindi :—

Bharat Heavy Electricals Ltd.,  
Power Sector—PEM,  
BHEL House, Siri Fort,  
New Delhi-110049.

[No. E. 11012(1)/92-Hindi]  
PANKAJ AGARWAL, Dy. Secy.

नई दिल्ली, 19 मार्च, 1997

का.आ. 1033—सार्वजनिक परिसर (अनविहृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एवंद्वारा नियमित सारणी के कालम (1) में उल्लिखित अधिकारियों को जो सरकार के राजपत्रित अधिकारियों के समकक्ष स्तर के अधिकारी हैं उक्त अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी गियकृत करती है जो उक्त सारणी के कालम (2) में विविदिष्ट सार्वजनिक परिसरों के बारे में अपने अधिकार क्षेत्र में आने वाली स्थानीय सीमाओं के भीतर, उक्त अधिनियम के द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और सौंपे गये कर्तव्यों का पालन करेंगे।

## सारणी

## अधिकारियों के पदनाम

## सार्वजनिक परिसरों की श्रेणियाँ और अधिकार क्षेत्रों की स्थानीय सीमाएँ

(1)

(2)

1. प्रबंधक (सुरक्षा)  
बर्न स्टैन्डर्ड कम्पनी लि.  
20, 21 और 22 नित्याधान मुखर्जी रोड,  
हावड़ा-711101
2. सहायक प्रबंधक (मिलिल)  
बर्न स्टैन्डर्ड कम्पनी लि. रिफेक्टरी/सैरामिक वर्क्स  
सेलम-636005/एंड तमिलनाडु
3. इंजीनियर (मिलिल)  
श्रेणी-1, बर्न स्टैन्डर्ड कम्पनी लि. रिफेक्टरी एण्ड,  
सैरामिक वर्क्स, जबलपुर-482001
4. कार्मिक अधिकारी,  
बर्न स्टैन्डर्ड कम्पनी लिमिटेड आफशोर प्रभाग,  
जेलिघम, फैब्रीकेशन वार्ड, जेलिघम जिला मिदनापुर,  
पश्चिम बंगाल।
5. प्रबंधक (प्रशासन),  
बर्न स्टैन्डर्ड कम्पनी लिमिटेड, 10-सी, हंगरफोर्ड  
स्ट्रीट, कलकत्ता-700017

हावड़ा जिला (पश्चिम बंगाल) में स्थित बर्न स्टैन्डर्ड कम्पनी लि.  
से संबंधित परिसर।

जिला-सेलम (तमिलनाडु) में स्थित बर्न स्टैन्डर्ड कम्पनी लिमिटेड से  
संबंधित परिसर।

जबलपुर एवं तिवाड (मध्य प्रदेश) स्थित बर्न स्टैन्डर्ड कम्पनी  
लिमिटेड से संबंधित परिसर।

जेलिघम पुलिस थाना नन्दीग्राम के अन्तर्गत जेलिघम में स्थित तथा  
जिला मिदनापुर पश्चिम बंगाल के हल्दिया पुलिस थाना के  
अन्तर्गत हल्दिया में स्थित बर्न स्टैन्डर्ड कम्पनी लि. में  
संबंधित परिसर।

पुलिस थाना, ग्रलीपुर कलकत्ता के अधीन और कलकत्ता (पश्चिम बंगाल) में स्थित बर्न स्टैन्डर्ड कम्पनी लिमिटेड से संबंधित परिसर।

[फाइल संख्या : 3(10)/90-पी. ई.-III]

अमिताभ कुमार, निदेशक

New Delhi, the 19th March, 1997

S. O. 1033—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Un-authorised Occupants) Act, 1971, (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the table below, being officers equivalent to the rank of Gazetted officers of the Government, to be the estate officers for the purpose of the aforesaid Act who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the aforesaid Act within the local limits of their respective jurisdiction in regard to the public premises specified in the corresponding entries in column-(2) of the said table.

## TABLE

Designation of officers	Categories of Public premises and local limits of jurisdiction
1	2
1. Manager (Security) Burn Standard Company Limited 20, 21 & 22 Nityadhan Mukherjee Road, Howrah-711101	Premises belonging to Burn Standard Company Limited situated in the District of Howrah in the state of West Bengal.

2. Assistant Manager (Civil) Burn, Standard Company Limited Refractory & Ceramic Works, Salem-636005, Tamil Nadu.
3. Engineer (Civil), Class-I Burn Standard Company Limited Refractory & Ceramic Works, Jabalpur-482001.
4. Personnel Officer Burn Standard Company Limited Offshore Division, Jellingham Fabrication Yard, Jallingham, District-Midnapore, West Bengal.
5. Manager (Administration) Burn Standard Company Limited, 10-C, Hungerford Street, Calcutta-700017.
- Premises belonging to Burn Standard Company Limited situated in the district of Salem in the State of Tamil Nadu.
- Premises belonging to Burn Standard Company Limited situated at Jabalpur and those situated at Niwar, both in the state of Madhya Pradesh
- Premises belonging to Burn Standard Company Limited situated at Jellingham under Police Station : Nandigram and those at Haldia under Police Station-Haldia in the District of Midnapore, West Bengal.
- Premises belonging to Burn Standard Company Limited situated at Alipore under Police Station Alipore in Calcutta and those situated in Calcutta, West Bengal.

[F. No. 3(10)/90/PE.III]

AMITABH KUMAR, Director

(आंशिक नीति और संबंधन विभाग)

नई दिल्ली, 19 मार्च, 1997

का. आ. 1034 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजन के लिए) नियम, 1976 को नियम 10 के उपनियम (4) के अनुसरण में कायर बोर्ड कोचीन, जिसके 80 प्रतिशत कर्मचारी वहाँ ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई. 12012/1/97-हिन्दी]

श्रीमती प्रतिभा करन, संयुक्त सचिव

(Department of Industrial Policy &amp; Promotion)

New Delhi, the 19th March, 1997

S.O. 1034.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Coir Board, Cochin whose 80 per cent staff have acquired working knowledge of Hindi.

[No. E-12012/1/97-Hindi]

SMT. PRATIBHA KARAN, Lt. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 27 मार्च, 1997

का. आ. 1035.—नियांत्रित नियंत्रण और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3975 तारीख 20-12-1965 तथा अधिसूचना सं. का. आ. 3978 तारीख 20-12-1965 में संज्ञन अनुमति में निर्दिष्ट खनिज 872 GI/97-2

तथा अयस्क (ग्रुप-I) और (ग्रुप-II) का मद्रास में नियांत्रित से पूर्व निरीक्षण करने के लिए मैसर्स मित्रा एस.के. प्रा. लि., 22, वेस्ट मधा चर्च रोड, रोयापुरम, मद्रास-600 013 को 22-1-1997 से और तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद् द्वारा अभिकरण के रूप में मान्यता देती है :—

(i) मैसर्स मित्रा एस.के. प्रा.लि., मद्रास नियांत्रित निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देखा ताकि खनिज तथा अयस्क (ग्रुप-I) और (ग्रुप-II) के नियांत्रित (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण प्रमाण पत्र दिया जा सके।

(ii) मैसर्स मित्रा एस.के. प्रा.लि., मद्रास इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आवश्य होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाईल सं. 5/3/97-ई.आई.एण्ड ई.पी.]

कुमारी सुमा सुद्धारणा, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 27th March, 1997

S.O. 1035.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years w.e.f. 22-1-97, M/s. Mitra S. K. Pvt. Ltd., 22, West Madha Church Road, Royapuram, Madras-600013, as an agency for the inspection of Minerals and Ores (Group-I) and (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3975 dated 20-12-1965 and Notification

No. 3978 dated 20-12-1965 respectively prior to export at Madras, subject to the following conditions, namely :—

- (i) that M/s. Mitra S. K. Pvt. Ltd., Madras shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ores (Group I) and (Group II) (Inspection) Rules, 1965 ;
- (ii) that M/s. Mitra S. K. Pvt. Ltd., Madras in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/3/97-EI&EP]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 27 मार्च, 1997

का.आ. 1036.—नियर्ति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, 29-1-1997 से प्रभावी और आगे तीन वर्ष की अवधि के लिए डा. मस्हूर पैस्ट कंट्रोल (प्रा.) लि., 46-1-28, जगन्नाथपुर, काकीनाडा-533002 को (i) नेल रहित चावल की भूसी (ii) हड्डी का चूर्ग, सींग और खुर्चों के धूभ्रीकरण के लिए एक अभिकरण के स्पष्ट में नियर्ति से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन मान्यता देती है, अर्थात् :—

(i) डा. मस्हूर पैस्ट कंट्रोल (प्रा.) लि., काकीनाडा, नियर्ति निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी धूभ्रीकरण पद्धति की जांच के लिए पर्याप्त सुविधाएँ उपलब्ध कराएगी ताकि तेल रहित चावल की भूसी के नियर्ति (निरीक्षण) नियम, 1966 के नियम 4 के उपनियम (4) के अन्तर्गत तथा हड्डी का चूर्ग, सींग और खुर्चों का (निरीक्षण) नियम, 1977 के नियम 1 के अन्तर्गत धूभ्रीकरण का प्रमाणपत्र दिया जा सके।

(ii) डा. मस्हूर पैस्ट कंट्रोल (प्रा.) लि., काकीनाडा इस अधिसूचना के अन्तर्गत अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आवश्यक होगा जो समय-समय पर निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) लिखित में देंगे।

(iii) डा. मस्हूर पैस्ट कंट्रोल (प्रा.) लि., काकीनाडा केवल एस्यूमीनियम फास्फाइड के ब्रूमकों के प्रयोग के लिए अधिकृत होंगे।

[फाईल सं. 5/1/97-ई.आई.एण्ड ई.पी.]

कुमारी सुषा सुद्धाण्णा, निदेशक

New Delhi, the 27th March, 1997

S.O. 1036.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years w.e.f. 29-1-1997, Dr. Sarup's Pest Control (P) Ltd., 46-1-28, Jagannakpur, Kakinada-533002 as an agency for the fumigation of (i) De-oiled Rice Bran and (ii) Crushed Bones, Horns and Hooves prior to their export subject to following conditions, namely :—

(i) that Dr. Sarup's Pest Control (P) Ltd., Kakinada shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by them in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.

- (ii) that Dr. Sarup's Pest Control (P) Ltd., Kakinada in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.
- (iii) that Dr. Sarup's Pest Control (P) Ltd., Kakinada shall be allowed to use only Aluminium Phosphide as fumigant.

[File No. 5/1/97-EI&EP]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 27 मार्च, 1997

का.आ. 1037.—नियर्ति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के बाणिज्य मंत्रालय की अधिसूचना में का.आ. 3975 तारीख 20-12-1965 से उपावश्यक अनुमूली में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-I) का मद्रास में नियर्ति में पूर्व निरीक्षण करने के लिए मैसर्स इटालैब प्रा. लि. को जो कि मोहन मेंशन 149, गोविन्दपा नाइकेन स्ट्रीट, मद्रास-600001 पर स्थित है को 29-1-97 से और तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन अभिकरण के स्पष्ट में मान्यता देती है, अर्थात् :—

(i) मैसर्स इटालैब प्रा.लि. नियर्ति निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएँ देंगा ताकि खनिज तथा अयस्क (ग्रुप-I) के नियर्ति (निरीक्षण) नियम, 1965 के नियम 4 के अधीन प्रमाणपत्र दिया जा सके।

(ii) मैसर्स इटालैब प्रा.लि. इस अधिसूचना के अन्तर्गत अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आवश्यक होगा जो समय-समय पर निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) लिखित में दें।

[फाईल सं. 5/2/97-ई.आई.एण्ड ई.पी.]

कुमारी सुषा सुद्धाण्णा, निदेशक

New Delhi, the 27th March, 1997

S.O. 1037.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years w.e.f. 29-1-97, M/s. Italab Pvt. Ltd., located at Mohan Mansion 149, Govindappa Naicken Street, Madras-600001, as an agency for the inspection of Minerals and Ores (Group-I) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3975 dated 20-12-1965 prior to export at Madras subject to the following conditions, namely :—

- (i) that M/s. Italab Pvt. Ltd., shall give adequate facilities to the Officers nominated by the Export Inspection Council in this behalf to examine the

method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ores (Group I) (Inspection) Rules, 1965 ;

- (ii) that M/s. Italab Pvt. Ltd., in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/2/97-EI&EP]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 27 मार्च, 1997

का.आ. 1038.—नियर्ति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3978 तारीख 20-12-1965 से उपावद अनुमूल्य में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-II) का नियर्ति से पूर्व निरीक्षण करने के लिए मैसर्स इटालैब प्रा.लि. जो कि मोहन मैण्डन 149, गोविन्दप्पा नाइकेन स्ट्रीट, मद्रास-600001 पर स्थित है को 29-1-1997 में और तीन वर्ष की अवधि के लिए मद्रास में निम्न शर्तों के प्रधान अधिकरण के रूप में मान्यता देती है, अर्थात् :—

(i) मैसर्स इटालैब प्रा.लि. नियर्ति निरीक्षण परिपद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गई निरीक्षण पद्धति को जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क (ग्रुप-II) के नियर्ति (निरीक्षण) नियम, 1965 के नियम 4 के अधीन प्रमाण पत्र दिया जा सके।

(ii) मैसर्स इटालैब प्रा.लि. इस अधिसूचना के प्रत्यंगत अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो समय-समय पर निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) लिखित में हैं।

[फाईल सं. 5/2/97-ई.आई. एण्ड ई.पी.]

कुमारी सुमा सुब्बना, निदेशक

New Delhi, the 27th March, 1997

S.O. 1038.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for further period of three years w.e.f. 29-1-97, M/s. Italab Pvt. Ltd., located at Mohan Mansion, 149, Govindappa Naicken Street, Madras-600001, as an agency for the inspection of Minerals and Ores (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3978 dated 20-12-1965 prior to export at Madras, subject to the following conditions, namely :—

- (i) that M/s. Italab Pvt. Ltd., shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of export of Minerals and Ores (Group-II) (Inspection) Rules, 1965.
- (ii) that M/s. Italab Pvt. Ltd., in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and

Quality Control) may give in writing from time to time.

[File No. 5/2/97-EI&EP]

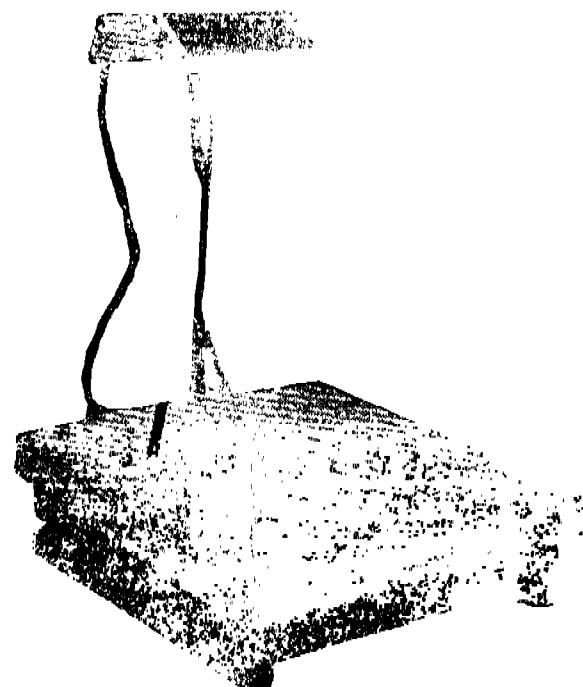
KUM. SUMA SUBBANNA, Director

नागरिक पूर्ति, उपभोक्ता मामल और सावजनिक वितरण  
मंत्रालय

नई दिल्ली, 31 मार्च, 1997

का.आ. 1039—केन्द्रीय सरकार का विरहित प्राधिकारी द्वारा उसे प्रस्तुत कि गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्यम यथार्थता वर्ग III के 6 ए ई पी मिरीज टाइप के “अलेक्झेंडर” ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित प्लेटफार्म तौलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स अलेक्झेंडर स्केल प्राइवेट लिमिटेड 12/2, अमी बाजार, बी/एच ज्योति संघ पत्थर कुवा, अहमदाबाद द्वारा किया गया है और जिसे अनुमोदन चिह्न आई.एन.डी./09/96/18 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



(आकृति)

माडल (आकृति देखिए) एक मध्यम यथार्थता वर्ग III तोसन उपकरण है जिसकी अधिकतम अवधारा 120 किलोग्राम और न्यूनतम अवधारा 400 ग्राम है। सत्यापन मापमाल अन्तर (e) 20 ग्राम है। इसमें एक टेयर युक्त है जिसका व्यक्तिनामक प्रतिधारण प्रभाव 100 प्रतिशत है। भार ग्राही वर्गीकार सैक्षण का है जिसका आकार  $600 \times 600$  मिलीमीटर है। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपर्युक्त करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रवाय पर प्रचालित होता है।

आगे, केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रस्तु अक्षियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्भास द्वारा उसी तिद्वात्त डिजाइन के अनुसार और उसी सान्धी से, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 60 किलोग्राम/10 ग्राम, 300 किलोग्राम / 50 ग्राम, 600 किलोग्राम/100 ग्राम, 3 ए ई पी सिरीज के 150 किलोग्राम/50 ग्राम और 5-ए ई पी सिरीज के 1000 किलोग्राम/200 ग्राम और 2000 किलोग्राम/500 ग्राम की अविनृतम अवधारा वाले समरूप मैक्र, यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[का. मं. डब्ल्यू. एम. 21(6)/94]  
राजीव श्रीवास्तव, संयुक्त सचिव

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS  
AND PUBLIC DISTRIBUTION

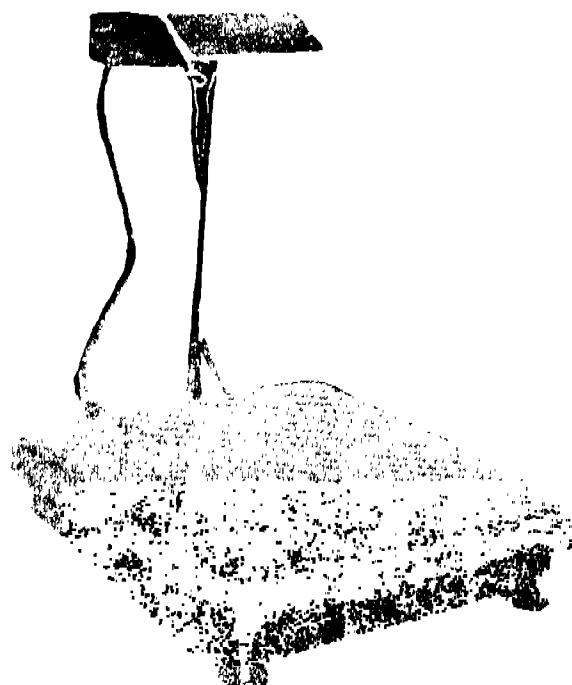
New Delhi, the 31st March, 1997

S.O. 1039.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self indicating non-automatic platform weighing instrument of type 6-AEP series of class III Medium accuracy with brand name "ALEXANDRA" (hereinafter called the model) manufactured by M/s. Alexandra Scale Pvt. Ltd., 12/2, Ameen Bazar, B/h Jyoti Sangh, Patharkuva, Ahmedabad-380001, and which is assigned the approval mark IND/09/96/18;

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 120 kg, and minimum capacity of 400 g. The verification scale interval (e) is 20 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor

is of square section of size  $600 \times 600$  millimetres. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(Figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 60 kg/10g, 300kg/50g, 600kg/100g, of 3-AEP series 150 kg/50 g. and 5 AEP series 1000 kg/200 g and 2000 kg/500 g, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved model has been manufactured.

[File No. WM 21(6)/94]

RAJIV SRIVASTAVA, Jt. Secy.

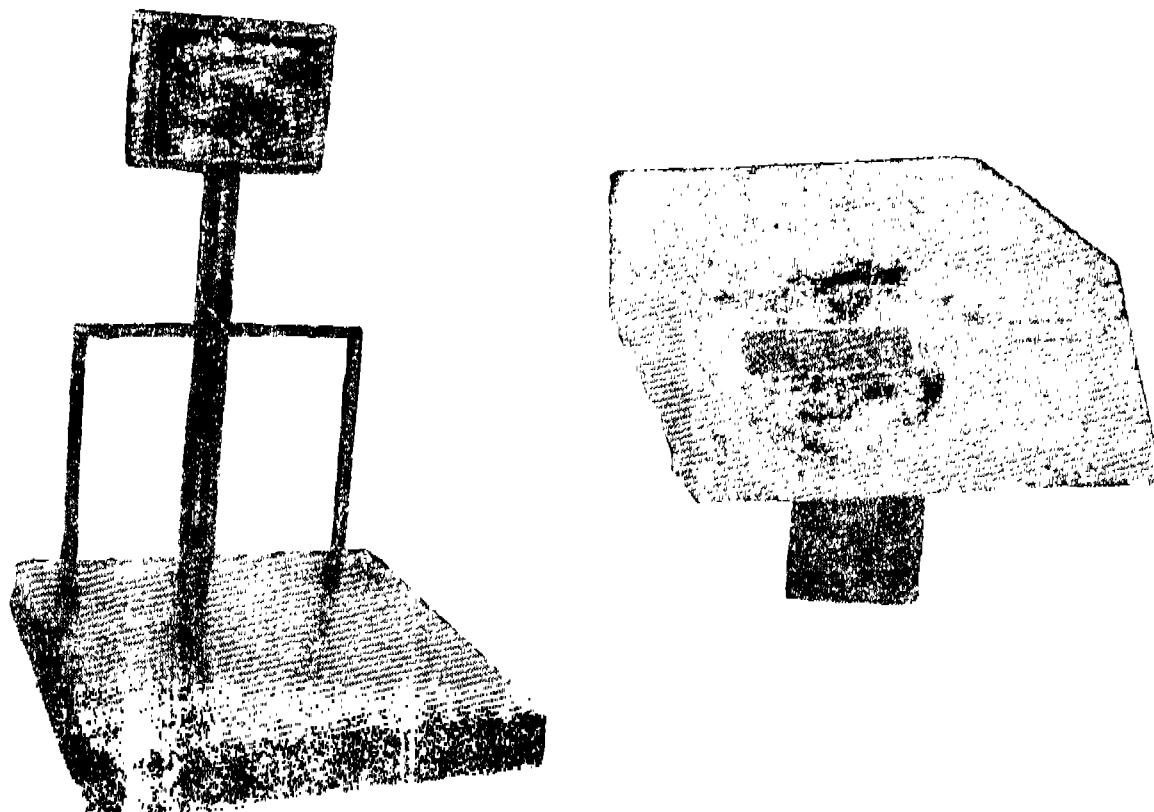
नई दिल्ली, 1 अप्रैल, 1997

का.आ. 1040.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा निश्चेदित रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित (नीचे आकृति देखिए) माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम, की धारा 36 उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता वर्ग III की पी एस एच सिरीज

टाइप के पेन्टा ब्रान्ड ग्राम वाले स्वतः सूचक गैर-स्वचालित प्लैटकार्पे तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स पेन्टा इलेक्ट्रोनिक मिल्स, 92 युनिट इंडस्ट्रीज एस्टेट, डा. आर पी रोड, अप्पे,

जवाहर टाकीज मुसुंद (बेस्ट) मुम्बई -400080 द्वारा किया गया है और जिसे अनुमोदन चिह्नित आई एन.डी. 109/96/09 समतुदिप्त किया गया है अनुमोदन प्रमाणपत्र प्रकाशित करती है।



माडल (आकृति देखिए) एक मध्यम यथार्थता वर्ग III का तोलन उपकरण है जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 400 ग्राम है। सत्यापन मापमान अन्तर (दे) 20 ग्राम है। इसमें एक टेमर युक्ति है जिसका व्यक्तिनात्मक प्रतिधारण टेमर प्रभाव 100 प्रतिशत है। भारप्राची वर्गीकार सेक्षन का है जिसका आकार  $600 \times 600$  मिलीमीटर है। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 250 बोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विश्वृत प्रदाय पर प्रचालित होता है।

आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त गणितों का प्रयोग करते हुए, यह घोषण करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अत्तर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, उसी जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 50 किलोग्राम/10 ग्राम, 100 किलोग्राम/150/20 ग्राम, 200 किलोग्राम/50 ग्राम, 300 किलोग्राम/100 ग्राम, 500 किलोग्राम/100 ग्राम, 800

किलोग्राम/200 ग्राम, 1000 किलोग्राम/500 ग्राम, 2000 किलोग्राम/1 किलोग्राम, 3000 किलोग्राम/1 किलोग्राम और 5000 किलोग्राम/2 किलोग्राम की अधिकतम क्षमता वाले समरूप मैट, यथार्थता और उसी सिरीज के कार्य-करण तोलन अपकरण भी हैं।

[फा. सं. उच्चत्व एम 21(55)/94]

राजीव श्रीवास्तव, संयुक्त सचिव

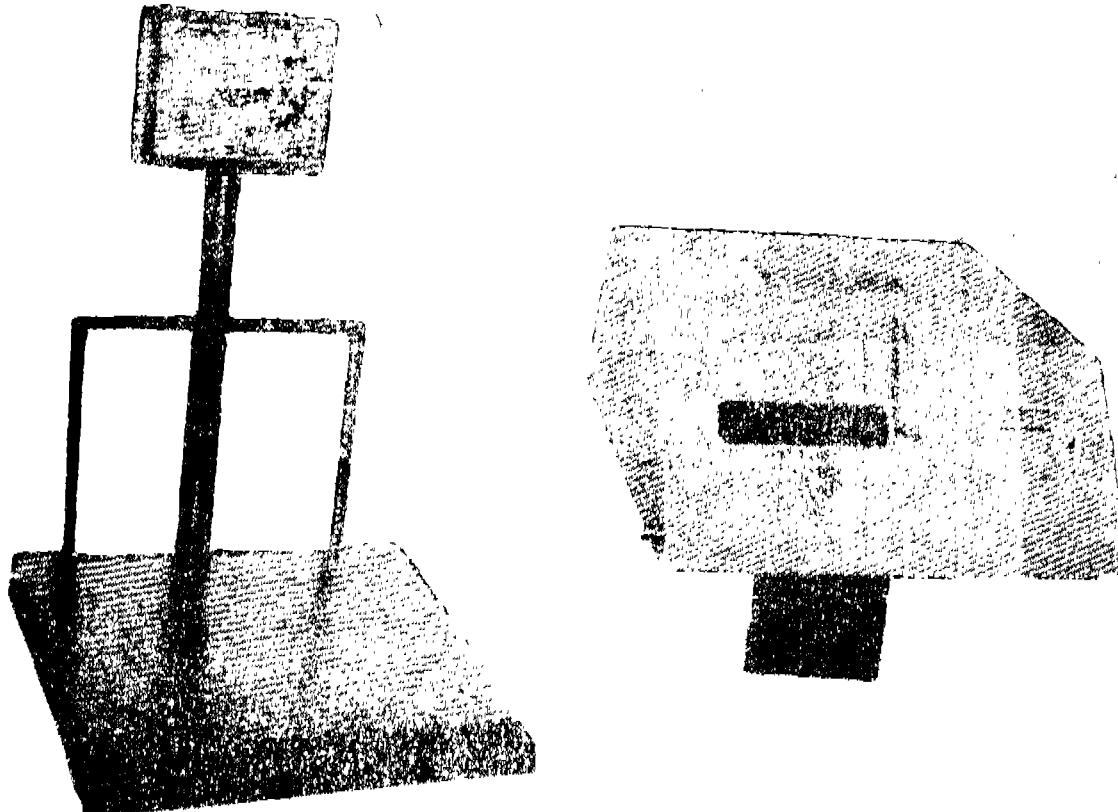
New Delhi, the 1st April, 1997

S.O. 1040.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, (see figure below) is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of

approval of the model of the self-indicating non-automatic platform weighing instrument of type PSH series of class III Medium accuracy with brand name "PENTA" (hereinafter called the model) manufactured by M/s. Penta Electronic Systems, 92, Unique Industrial Estate, Dr. R. P. Road Opposite Jawahar Talkies, Mulund, (West) Bombay-400080, and which is assigned the approval mark IND/09/96 09;

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 100 kg and minimum capacity of 400 g. The verification scale interval ( $\epsilon$ ) is 20 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of size  $600 \times 600$  millimetres. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply:



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 50 kg/10g, 100 kg/20g, 150 kg/50g, 200 kg/50g, 300 kg/100g, 500 kg/100g, 800 kg/200g, 1000 kg/500g, 1500 kg/500g, 2000 kg/1kg, 3000 kg/1kg and 5000 kg/2kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[File No. WM 21(55)/94]  
RAJIV SRIVASTAVA, Jr. Secy.

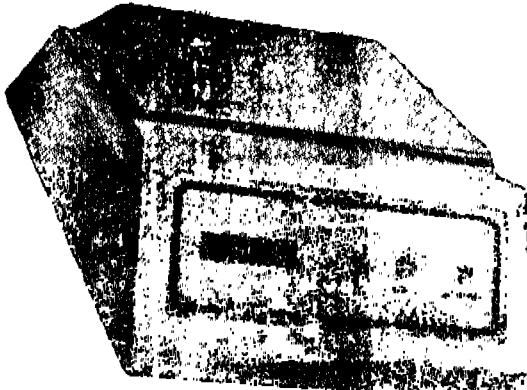
नई दिल्ली, 1 अप्रैल, 1997

का.ग्रा. 1041—केन्द्रीय सरकार का विहित प्राधिकारों द्वारा निवेदित रिपोर्ट पर विचार करने के पश्चात् समाधान

हो गया है कि उक्त रिपोर्ट में वर्णित (नीचे आँकृति देखिए) माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग का अधिक में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देना रहेगा।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 उपधारा (7) और (8) द्वारा प्रदत्त जक्तियों का प्रयोग करते हुए, मध्यम यथार्थता वर्ग III की टा एल डॉल्यू सीरीज टाइप के स्वतः मुक्त गैर-म्वालिन टेब्सटाप तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात माडल कहा गया है) जिसका विनिर्माण मैसर्स पेन्टा इलेक्ट्रोनिक सिस्टम, 92, यूनिक इंडस्ट्रियल इस्टेट डा. आहु पी रोड, अप्पे

जबाहर टाकीज भुलूद (वैस्ट) मूल्वई 190080 द्वारा  
किया गया है और जिसे अनुमोदन चिह्न साई. पन. श्री./  
09/96/10 समनुदित किया गया है, अनुमोदन प्रमाणपत्र  
प्रकाशित करती है।



आकृति

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अधिकतम क्षमता 10 किलोग्राम और न्यूनतम क्षमता 40 ग्राम है। सन्धापन मापमान अन्तर (ई) 2 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यक्तनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारतीय वर्गकार सेक्शन का है जिसका आकार  $300 \times 300$  मिलीमीटर है। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिमाण उपदण्डित करता है। यह उपकरण 250 बोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।

आगे, केन्द्रीय सरकार उक्त धारा की उपधारण (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण-पत्र के अन्तर्गत उसी विनियमित द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिसमें अनुमोदित माडल का विनियमित किया गया है विनियमित 0.5 किलोग्राम/0.1 ग्राम, 0.8 किलोग्राम/0.2 ग्राम, 1.8 किलोग्राम/0.5 ग्राम, 2 किलो-ग्राम/1 ग्राम, 5 किलोग्राम/1 ग्राम, 18 किलोग्राम/5 ग्राम, 30 किलोग्राम/10 ग्राम और 50 किलोग्राम/10 ग्राम की अधिकतम क्षमता वाले समरूप मैक्र, यथार्थता और उमी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

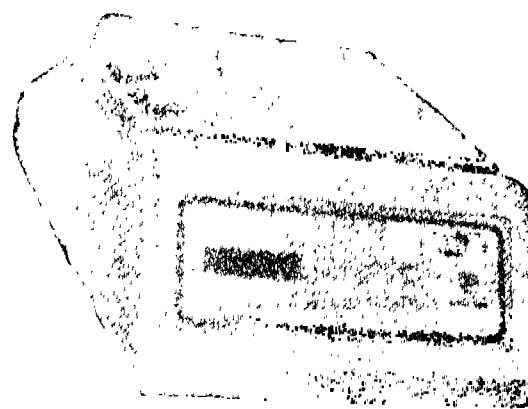
[फा. ग. डब्ल्यू एम 21(55)/94]  
राजीव श्रीवास्तव, संयुक्त मंचिव

New Delhi, the 1st April, 1997

S.O. 1041.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, (see figure below) is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating non-automatic table top weighing instrument of type TLW series of class III Medium accuracy with brand name "PENTA" (hereinafter called the model) manufactured by M/s. Penta Electronic Systems, 92, Unique Industrial Estate, Dr. R. P. Road Opp. Jawahar Talkies, Mulund, (West) Bombay-400080, and which is assigned the approval mark IND 09/96/10 :

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 10kg and minimum capacity of 40g. The verification scale interval (e) is 2 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of size  $300 \times 300$  millimetres. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 0.5kg/0.1g, 0.8kg/0.2g, 1.8kg/0.5g, 2kg/1g, 5kg/1g, 18kg/5g, 30kg/10g and 50kg/10g manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

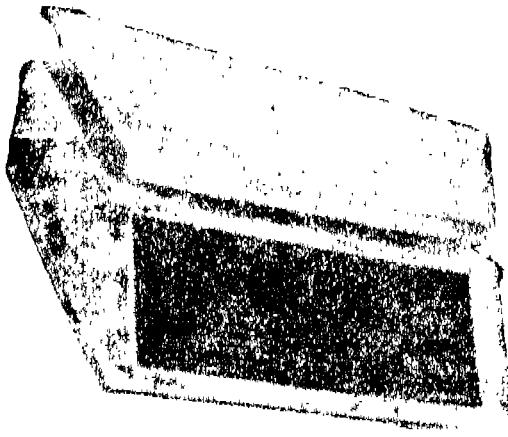
[File No. WM 21(55)/94]  
RAJIV SRIVASTAVA, Lt. Secy.

नई दिल्ली, 1 अप्रैल, 1997

का. आ. 1042.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत कि गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुसूच्य है और इस बाट की संभावना है कि वह नगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त मंत्रा देना रहेगा;

ग्रन्त, केन्द्रीय सरकार उक्त अधिनियम, की धारा 36 उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता वर्ग III की 6 ए ई टी सिरीज

टाइप के "अलेक्जेंडर" नाम वाले उत्तम भवित्व के माडल का (जिसमें इसके पावात् माडल कहा गया है) जिसका विनिर्माण मैमर्स अलेक्जेंडर स्केल प्राइवेट लिमिटेड, 12/2, अमी बाजार, थी एच ज्योति गवर पत्थर कुवा अहमदाबाद-380001 द्वारा किया गया है और जिसे अनुमोदन छिह्न आई.एन.डी. 09/96/16 समन्वित किया गया है अनुमोदन प्रमाणपत्र प्रकाशित करती है।



(आकृति)

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अविकलन धर्मता 3 किलोग्राम और न्यूनतम क्षमता 10 ग्राम है। मध्यापन सापेक्षन अन्तर (E) 0.5 ग्राम है। इसमें एक टेयर युक्ति है जिसका अवकलनात्मक प्रतिवर्णन प्रभाव 100 प्रतिशत है। भारतीय वर्गिकार मेकेज का है जिसका आकार  $345 \times 225$  मिलीमीटर है। प्रकाश उत्तर्जन डायोड संप्रदाय तोल परिमाण उत्पादित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रव्यावर्ती धारा विद्युत प्रकाश पर प्रचालित होता है।

आगे, केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रदत्त गवित्यों का प्रयोग करने हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 6 किलोग्राम/1 ग्राम और 12 किलोग्राम/2 ग्राम की अधिकतम क्षमता वाले सभल्य मैक, यथार्थता और उसी मिरीज के कार्यकरण वाले तोलन उपकरण भी है।

[का. नं. डॉल्यू. एम 21(77)/94]

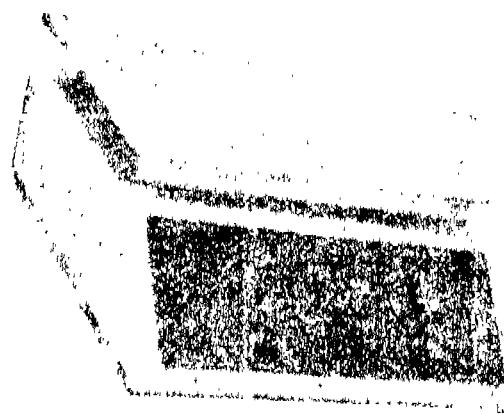
राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 1st April, 1997

S.O. 1042.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987

and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating non-automatic table top weighing instrument of type 6-AET series of class III Medium accuracy with brand name "ALEXANDRA" (hereinafter called the model) manufactured by M/s. Alexandra Scale Pvt. Ltd., 12/2, Amee Bazar, B/h, Jyoti Sangh, Pattharkuva, Ahmedabad 380001, and which is assigned the approval mark IND/09/96/16;



(figure)

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 3kg and minimum capacity of 10g. The verification scale interval (E) is 0.5 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of size  $345 \times 225$  millimetres. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 6kg/1g and 12kg/2g manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[File No. WM 21(77)/94]  
RAJIV SRIVASTAVA, Lt. Secy.

नई दिल्ली, 1 अप्रैल, 1997

का. आ. 1043.—केन्द्रीय सरकार का विभित प्राधिकारी द्वारा उसे प्रस्तुत कि गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा :

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रवत्त गवित्यों का प्रयोग करने हुए, मध्यम यथार्थता वर्ग III की झी आई. 20 मिरीज टाइप

के और "डिजी" माउंट नाम वाले स्वतः मूल्यक गैर-स्थानालित तोलन उपकरण के माडल का (जिसमें इसके पृष्ठान् भाइल कहा गया है) जिसका विनिर्माण मैसर्स हर्सर्स टरोका प्राइवेट लिमिटेड 27, 9वां क्रांस, विलसन गार्डन, 1620, बंगलौर-560027, कर्नाटक राज्य द्वारा किया गया है। और जिसे अनुमोदन चिह्न आई.एन.डी./09/96/82 समनुदिप्त किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माउंट (आकृति देखिए) एक मध्यम यथार्थता वर्ग III तोलन उपकरण है जिसकी अधिकतम क्षमता 6 किलोग्राम और न्यूनतम क्षमता 20 ग्राम है। गत्यापन मापमान अन्तर (ई) 1 ग्राम है। इसमें एक टेपर युक्ति है जिसका व्यवहनात्मक प्रतिधारण प्रभाव 100 प्रतिशत है।। भारतीय आयातकार सेवन का है जिसका आकार 270X330 मिलीमीटर है। प्राप्ति उत्पर्जन डायोड सप्रदर्श तोल परिमाण उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रवाही वाग विशुल प्रदाय पर प्रचलित होता है।



आकृति

आग, केन्द्रीय सरकार उक्त धारा की उपवारा (12) द्वारा प्रदत्त गतिविधियों का प्रयोग करते हुए यह वोषणा करती है कि माउंट के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्माण द्वारा उसी सिद्धान्त छिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माउंट का विनिर्माण किया गया है विनिर्मित डी आई-20 सीरीज के 600 ग्राम/0.1 ग्राम, 3 किलोग्राम/0.5 ग्राम, 6 किलोग्राम/1 ग्राम, 15 किलोग्राम/2 ग्राम, डी आई पी सीरीज के 6 किलोग्राम/1

ग्राम, 15 किलोग्राम/2 ग्राम और 30 किलोग्राम/5 ग्राम, डी आई 20 एच सीरीज के 6 किलोग्राम/1 ग्राम, 15 किलोग्राम/2 ग्राम और 30 किलोग्राम/5 ग्राम की अधिकतम क्षमता वाले समरूप मैक, यथार्थता और उसी सीरीज के कार्यकरण वाले तोलन उपकरण भी है।

[फा. सं. डब्ल्यू एम 21(78)/94]

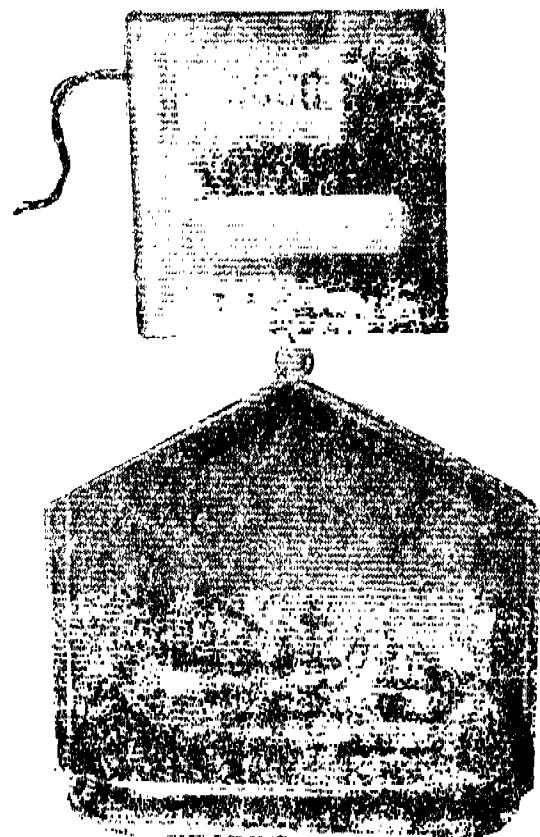
राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 1st April, 1997

S.O. 1043.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating non-automatic weighing instrument of type DI-20 series of class III Medium accuracy and with brand name "DIGI" (hereinafter referred to as the Model) manufactured by M/s. Ensaie Teraoka Private Limited, 27, 9th Cross, Wilson Garden, Bangalore-560027, Karnataka State, and which is assigned the approval mark IND/09/96/22;

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 6kg and minimum capacity of 20g. The verification scale interval (e) is 1 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of size 270×330 millimetres. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of DI-20 series 600g/0.1g, 3kg/0.5g, 6kg/1g, and 15kg/2g, of DI 20P series 6kg/1g 15kg/2g and 30kg/5g, of DI-20H series 6kg/1g, 15kg/2g and 30kg/5g, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. WM 21(78)/94]

RAJIV SRIVASTAVA Lt. Secy.

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 25 मार्च, 1997

का.आ. 1044.—केन्द्रीय सरकार गजबाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) के ग्रन्तीत निम्नलिखित केन्द्रीय विद्यालयों की जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

- |   |  |
|---|--|
| 1. केन्द्रीय विद्यालय,<br>दुसेनारूर,<br>जिला-कपूरथला।           | 2. केन्द्रीय विद्यालय नं. 3,<br>अम्बाला छावनी। |
| 3. केन्द्रीय विद्यालय,<br>वायु मेना केन्द्र,<br>कसोली (हि.प्र.) | 4. केन्द्रीय विद्यालय,<br>बलारी, कर्नाटक।      |

- |  |   |
|--|---|
| 5. केन्द्रीय विद्यालय,<br>आई.टी.बी.पी.<br>सरगाहन, शिमला। | 6. केन्द्रीय विद्यालय मंगठन,<br>शेश्वीय कायांगय,<br>दिल्ली। |
|--|---|

[म. 11011-5/97-ग.भा.प.]

निशेन्द्र ओझा, निदेशक (गजबाषा)

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 25th March, 1997

S.O.1044—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for purposes of the Union) Rules, 1976, the Central Govt. hereby notifies of the following Kendriya Vidyalayas under the Ministry of Human Resource Development (Dept. of Education) more than 80% staff of which has working knowledge of Hindi :—

1. Kendriya Vidyalaya,  
Husampur,  
Distt. Kapoorthala.
2. Kendriya Vidyalaya No. 3  
Ambala Cantt.
3. Kendriya Vidyalaya,  
Air Force Centre,  
Kasouli (H. P.)
4. Kendriya Vidyalaya,  
Ballari, Karnataka.
5. Kendriya Vidyalaya,  
I.T.B.P. Sarahan,  
Shimla.
6. Kendriya Vidyalaya Sangathan,  
Regional Office, Delhi.

[No. 11011-5/97-O.L.U]  
NISHENDRU OJHA, Director (O.L.)

नई दिल्ली, 2 अप्रैल, 1997

का.आ. 1045.—वास्तुकला परिषद् नियमावली, 1973 के नियम 8 में दी गई जाफियतों का प्रयोग करते हुए, में चुनाव अधिकारी की हैसियत से नीचे दी गई भारणी के खाना 4 की संबंधित प्रविष्ट के प्रयोजन के सारणी के खाना 1, 2 और 3 में बुलाई गई तारीख, ममत और स्थान निश्चित करता हूँ :—

सारणी			
तारीख	ममत	स्थान	प्रयोजन
1	2	3	4
(क) एकावर 2-5-97	3 अक्टूबर ममत	काशीलय मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) 429 चौथा नल, भारत सरकार, शास्त्री भवन, नई दिल्ली-110001।	नामजदारी कागजात की प्राप्ति और उनकी जांच के लिये।

1

2

3

4

(ख) श्रीकांतर 9-5-97	3 बजे सायं	कार्यालय मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) "सी" शास्त्री, कमरा नं. 429 चौथा तल, भारत सरकार शास्त्री भवन, नई दिल्ली-110001	निर्वाचकों को मतपत्र भेजने के लिये
(ग) श्रीकांतर 23-5-97	3 बजे सायं	कार्यालय मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) "सी" शास्त्री, कमरा नं. 429 चौथा तल, भारत सरकार, शास्त्री भवन, नई दिल्ली-110001	मतदान के लिये
(घ) श्रीकांतर 23-5-97	4 बजे सायं,	कार्यालय मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) "सी" शास्त्री, कमरा नं. 429 चौथा तल, भारत सरकार, शास्त्री भवन, नई दिल्ली-110001	मतपत्रों वी जांच तथा उनकी गिनती के लिये

[स. एक-६-६१-टी डी-III/टी एस-III/टी एस-IV]  
बी.के. भद्री, शिक्षा अधिकारी(न) और चनाव अधिकारी

New Delhi, the 2nd April, 1997

S.O.1045—In exercise of the powers conferred by rule 8 of the Council of Architecture Rules, 1973, the undersigned, as the Returning Officer hereby appoints the date, time and place as specified in column 1, 2 and 3 respectively, of the Table given below for the purposes specified in the corresponding entry in column 4 thereof.

The Table

Date	Time	Place	Purpose
1	2	3	4
(a) Friday 02-05-97	3.00 p.m.	Office of the Ministry of Human Resource Development (Dept. of Education) 'C' Wing, Room No. 429 4th Floor Government of India Shastri Bhawan New Delhi-110001	For the receipt of nomination papers and their scrutiny.
(b) Friday 09-05-97	3.00 p.m.	Office of the Ministry of Human Resource Development (Dept. of Education) 'C' Wing, Room No. 429 4th Floor Government of India Shastri Bhawan New Delhi-110001	For the despatch of voting papers to the electors.

Date	Time	Place	Purpose
1	2	3	4
(c) Friday 23-05-97	3.00 p.m.	Office of the Ministry of Human Resource Development (Dept. of Education) ‘C’ Wing, Room No. 429 4th Floor Government of India Shastri Bhawan, New Delhi-110001	For the poll.
(d) Friday 23-05-97	4.00 p.m.	Office of the Ministry of Human Resource Development (Dept. of Education) ‘C’ Wing, Room No. 429 4th Floor Government of India Shastri Bhawan, New Delhi-110001	For the scrutiny and counting of votes.

[No. F. 6-61-TD. III/TS. III/TS. IV]  
B. K. BHADRI, Education Officer (T) & Returning Officer

### कोयला मंत्रालय

#### आदेश

नई दिल्ली, 1 अप्रैल, 1997

का.आ. 1046—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें उसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2794, तारीख 16 सितम्बर, 1996 के, भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii), तारीख 5 अक्टूबर, 1996 में प्रकाशित होने पर, उक्त अधिसूचना से संबंध अनुसूची में वर्णित भूमि और भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विलंगमों से मुक्त होकर, आन्विक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि ईस्टर्न कोलकाता लिमिटेड, सेक्टोरिया, डाकघर दिशोर नगर, जिला बर्दमान (परिवर्ती बंगाल) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है), ऐसे निवंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित् अधिगोपनियम करना उचित समझे, अनुपातन करने के लिए रजान्द है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा उपधारा (1) द्वारा प्रदत्त जाकितयों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, तारीख 5 अक्टूबर, 1996 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की वजाय, निम्नलिखित निवंधनों और शर्तों के अधीन रहने हों, उक्त सरकारी कंपनी में निहित हो जाएँ, अर्थात्—

(1) उक्त सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, व्याज, नुकसानी और वैसी ही मदों की वाचत किए गए सभी संदर्भों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

(2) उक्त सरकारी कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को सदेय रकमों का अवधारण करने के प्रयोगन के लिए एक अधिकरण का गठा रिया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की ज़िलायतों के लिए नियुक्त व्यक्तियों के संबंध में उपराज नसी दारा, उक्त कंपनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अधीन आदि की वाचत उपराज सभी व्यक्ति भी, उक्त सरकारी कंपनी वहन करेगी;

(3) उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों वी. ऐमे गिरी अन्य ग्रामों वंशेश्वर में, जो इस प्रकार रिया उक्त भूमि में या उस पर के अधिकारों के

बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उके विषय किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, अतिपूर्ति करेगी;

(4) उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व ग्रन्तमोदत्त के बिना, उक्त भूमि अधिकार किसी अन्य व्यक्ति को अन्तरित करने की शक्ति नहीं होगी; और

(5) उक्त सरकारी कंपनी, ऐसे विदेशी और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट धोत्रों के लिए दिए जाएं या अधिगोपित की जाएं, पालन करेगी।

[फा. सं. 43015/17/93-गल.एस.इव्वु.]

थीमती पी.एल.सैनी, अवर मंत्री

### MINISTRY OF COAL

#### ORDER

New Delhi, the 1st April, 1997

S.O. 1046.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2794 dated the 16th September, 1996 in the Gazette of India, Part-II, Section-3, Sub-section (ii), dated the 5th October, 1996 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under subsection (1) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the Eastern Coalfields Limited, Sanatoria, Post Office Digheragh, District Burdwan (West Bengal) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby direct that the said lands and rights in or over the said land so vested shall with effect from 5th October, 1996 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall re-imburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under conditional and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly all expenditure incurred in respect of all legal proceedings like appeals etc., for or in connection with the rights in or over the said lands, so vesting, shall also be borne by the Government Company.
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vesting.
4. The Government company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government.

5. The Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

JF. No. 43015/17/93-LSW]  
MRS. P. L. SAINI, Under Secy.

अद्वैत

नई दिल्ली, 1 अप्रैल, 1997

का०आ० 1047:—कोयला धारक क्षेत्र (अर्जन और वित्ताम) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिवृत्तना संस्थान का०आ० 1404, तारीख 24 अप्रैल, 1996 के भाग के राजाल, भाग 2, खंड 3 उपखंड (ii) तारीख 11 मई, 1996 में प्रकाशित होने पर, उक्त अधिसूचना में संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विवरणों से मुक्त होकर सार्थक स्फर से केन्द्रीय सरकार में निहित हो गए थे:

ओर, केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोर्कोल्ड्स लिमिटेड बिलासपुर (मध्य प्रदेश) सरकारी कंपनी (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है) ऐसे निवंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित अधिगोपित करना उचित समझे अनुपालन करने के लिए राशमद है:

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार, तारीख 11 मई, 1996 से केन्द्रीय सरकार में इस प्राप्त निहित वर्ते रहने की बजाय, निम्नलिखित निवंधनों और शर्तों के अधीन रहते हुए उक्त कंपनी में निहित हो जाएंगे अर्थात् :—

- (1) उक्त कंपनी उक्त अधिनियम के उपबन्धों के अधीन अवधारित प्रतिकरण, व्याज गुकसानी और वैसी ही मदों की वावत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपुर्ति करेगी।
- (2) उक्त कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेश रकमों का अवधारण करने के प्रयोग के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यव उक्त कंपनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के आधिकारों के लिए या उक्त कंपनी संबंध में सभी विधिक कार्यवाहियों जैसे अपील आदि की वावत उपगत सभी व्यव भी उक्त कंपनी वहन करेगी;

- (3) उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों द्वारा, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विशेष किन्तु कार्यवाहियों के संबंध में आवश्यक हो, अतिपूर्ति करेगी;
- (4) उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि अधिकार यिसी अन्य व्यक्ति को अतिरिक्त करने की शक्ति नहीं होगी; और
- (5) उक्त कंपनी ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशेष क्षेत्रों के लिए दिए जाएं पालन करेगी।

[सं. 43015/10/94-एल.०५८०डल्यू०]

श्रीमती पी.एल. सेनी, अवर सचिव

#### ORDER

New Delhi, the 1st April, 1997

S.O. 1047.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 1404, dated the 24th April, 1996 in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 11th May, 1996 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act.

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Madhya Pradesh) (hereinafter referred to as the said Company), a Government Company, is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over the said lands so vested shall, with effect from 11th May, 1996, instead of continuing to so vest in the Central Government, vest in the said Company, subject to the following terms and conditions, namely :—

1. The said company shall reimburse the Central Government all payments made in respect of compensation, interest, damage and the like, as determined under the provisions of the said Act.
2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said company under condition (1), and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights in or over the said lands, so vesting shall also be borne by the said Company;
3. The said company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
4. The said company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
5. The said company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/10/94-LSW]

MRS. P. L. SAINI, Under Secy.

#### पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 अप्रैल, 1997

का. आ. 1048.—चूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह आवश्यक है कि टी पी एस पलियाद से अजीता मिल कैमीकल प्रा.लि. तथा भवानी कैमीकल्स गुजरात राज्य तक पैट्रोलियम और प्राकृतिक गैस के परिवहन के लिये पाइपलाईन गैस अर्थार्टी आफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिये।

और चूंकि यह प्रतीत होता है कि ऐसी लाईन को बिछाने के प्रयोजन के लिये प्रतदुपावड़ अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः, अब, पैट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अंजन) प्रधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अंजित करने का अपना आशय प्रतदुपावड़ घोषित करती है।

बास्ते कि उक्त भूमि में हितवड़ कोई व्यक्ति, उस भूमि के नीचे पाइपलाईन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, गैस अर्थार्टी आफ इंडिया लिमिटेड, बड़ीदा को इस अधिसूचना की तारीख से 21 दिनों के भीतर मंजूर करेगा।

और ऐसा आक्षेप करते वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मूलवार्ड व्यवस्थाएँ या किसी विधि अवसायी नहीं मार्फत।

## ग्रन्तीसूची

टी.पी. एम पलीयड मेर अजीता सीलके, म.प्र. लि. और भवानी केमिकल  
राज्य : गुजरात तालुका : कलोल ज़िला : महसाना

गांव	सर्व नं. ब्लाक नं.	ग्राम.ओ.यु. का परिया		
		हेक्टेयर	आरे	सेटीआरे
पलीयड	1305	00	09	75
	-कच्छा रोड	00	02	30
		0	12	05

[स. एल-14016/01/97-जी पी]  
अर्धेन्दु सैन, निदेशक

## MINISTRY OF PETROLEUM &amp; NATURAL GAS

New Delhi, the 3rd April, 1997

S.O. 1048.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum and Natural Gas from T.P.S. Paliyad to Ajita Silcham Pvt. Ltd. and Bhavani chemical in Gujarat State pipeline should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, Therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interest in the said land may, within 21 days for the date of this notification, object to the laying of pipeline under the land to the Competent Authority, Gas Authority of India Ltd., Baroda.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

GAS AUTHORITY OF INDIA LTD.  
BARODA

## SCHEDULE

TPS PALIYAD TO AJITA SIL CHEM. PVT. LTD. AND BHAVANI CHEMICAL  
STATE : GUJARAT TAL : KALOL DIST. MAJESAMA

VILLAGE	Survey No./ Block No.	AREA OF R.O.U.		
		Hectare	Are	Certiare
PALIYAD	1305	—00	—09	75
	KACHHA ROAD	—00	—02	30
		—00	—12	05

[No. L-14016/01/97-GP]  
ARDHENDU SEN, Director

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 27 मार्च, 1997

का.आ. 1049.—भारतीय आयुर्विज्ञान परिषद् अधिनियम 1956 (1956 का 102) की धारा 7 की उपधारा 4 के साथ पठित उक्त अधिनियम की धारा 3 की उपधारा के खण्ड (ख) के अनुसरण में छ. ए. के. बरुआ, प्राचार्य, गृहाटी मेडिकल कॉलेज, गुवाहाटी-781032 को गुवाहाटी विश्वविद्यालय की सभा द्वारा डा. प. मी. पटवारी के स्थान पर उसकी अवधि अर्थात् 28 दिसम्बर, 1996 से 6 जनवरी, 1999 तक की ओप अवधि के लिए भारतीय आयुर्विज्ञान परिषद् का सदस्य नियमित किया गया है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में भारत सरकार के तत्कालिक स्वास्थ्य मंत्रालय की अधिसूचना स. का.आ. 138, तारीख 9 जनवरी, 1960 में निम्नलिखित और संगोष्ठन करती है, अर्थात् :—

उक्त अधिसूचना में, शीर्षक “धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन नियमित” के अधीन अम संख्या 15 और उससे संबंधित प्रविष्टियों के स्थान पर, निम्नलिखित क्रम में, और प्रविष्ट्या रखी जाएंगी, अर्थात् :—

“छ. ए. के. बरुआ  
प्राचार्य  
गुवाहाटी मेडिकल कॉलेज,  
गुवाहाटी-781032

गुवाहाटी विश्वविद्यालय ।”

[स. वी. 11013/2/97-एम.इ. (यू.जी.)]  
एस. के. मिश्रा, इंस्क अधिकारी

टिप्पणी :— मूल अधिसूचना भारत के राजपत्र में अधिसूचना स. का.आ. 138, तिनाँक 9 जनवरी, 1968 द्वारा प्रकाशित की गई थी।

MINISTRY OF HEALTH & FAMILY WELFARE  
(Department of Health)

New Delhi, the 27th March, 1997

S.O. 1049.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) read with sub-section (4) of section 7 of the said Act, Dr. A. K. Barooah, Principal, Gauhati Medical College, Guwahati-781032 has been elected by the Court of the Gauhati University to be a member of Medical Council of India in place of Dr. A. C. Patowary for the remaining period of his term i.e. with effect from 28th December, 1996 upto 6th January, 1999.

Now therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the erstwhile Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification under the heading “Elected under clause (b) of sub-section (1) of section 3”, for serial num-

ber 15 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

“15. Dr. A. K. Barooah  
Principal  
Gauhati Medical College  
Gauhati-781032.  
Gauhati University.”

[No. V. 11013/2/97-ME(UG)]  
S. K. MISHRA, Desk Officer

Note.—The Principal notification was published in the Gazette of India vide notification number S.O. 138, dated the 9th January, 1968.

## श्रम मंत्रालय

नई दिल्ली, 17 मार्च, 1997

का.आ. 1050.—आयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लिमिटेड के प्रबन्धताव के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आयोगिक विवाद में केन्द्रीय सरकार आयोगिक अधिकरण, कल-कता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 13-3-97 को प्राप्त हुआ था।

[संख्या प्रल -12012(27)/83-डी-IV(ए)]  
पी.जे. माईकल, ईम्प अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 17th March, 1997

S.O. 1050.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Federal Bank Ltd. and their workman, which was received by the Central Government on 13-3-1997.

[No. L-12012/27/83-D.IV (A)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA

Reference No. 7 of 1984

## PARTIES :

Employers in relation to the management of Federal Bank Limited

AND

Their workmen.

## PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

## APPEARANCE :

On behalf of Management—Mr. P. K. Mukherjee, Advocate.

On behalf of Workman—Mr. A. K. Baroojee, General Secretary of the Bengal Provincial Bank Employees Association.

STATE : West Bengal

INDUSTRY : Banking

## AWARD

By Order No. L-12012/27/83-D.IV (A) dated 8th March, 1984 the Central Government in exercise of its powers under Section 10(1)(d) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of the Federal Bank Limited, Head Office, Alwaye in relation to their Branch Calcutta Clive Row in terminating the services of Shri Hari Bhajan Roy, Bankman-cum-Durwan from 25-7-1979 is justified ? If not, to what relief is the workman concerned entitled ?"

2. Both the workman and the management filed their written statement, followed by rejoinders from both the parties.

3. The case of the workman as per his pleading is that he is an Ex-serviceman who appeared at the interview for the post of "Armed Guard" of the Federal Bank, his name having been sponsored by the Directorate of Re-settlement, Eastern Zone, Ministry of Defence, Fort William, Calcutta. He was selected at the interview and his name alongwith some others were recommended by the Calcutta management of the Bank to the Head Office for his appointment as Armed Guard for office and/or Cash Van and his name was placed in position No. 4 in the list. In support of his contention he has filed the document dated 24-1-1979 before the Tribunal addressed to the Officiating Director, Directorate of Re-settlement, Eastern Zone, Calcutta. Which letter has not been marked exhibit as it was objected to by the management at the time of hearing. It is the admitted position that the workman had been selected and was issued with the letter of appointment dated 27 February 1979, pursuant to which he joined the Bank's service on the very same day. This is marked Ext. W-1 in the case. As the letter of appointment would show, the workman was appointed as Bankman-cum-Durwan, fixing his wage at Rs. 10 per working day and it was mentioned in the said letter that his posting was at Calcutta Clive Row Branch for the time being. The interview which was conducted admittedly for the post of Armed Guard to which the workman was called as is evident from Ext. W-2 dated 24-10-1978. Nevertheless, the management had given this appointment as "temporary Bankman-cum-Durwan" as per Ext. W-1. The workman however was served with a letter dated 25 July 1979 marked Ext. W-3 indicating therein that the training facility allowed to the workman as temporary Bankman at Clive Row Branch of Calcutta, was terminated with immediate effect. It is the further case of the workman that his appointment to the said post namely the post of Bankman was not casual and was against a permanent vacancy and challenged this order by writing letter to the Manager, Federal Bank Limited at 11, Clive Row, Calcutta, indicating therein that this abrupt termination was fully unjustified and illegal. He further indicated in the said letter that other four persons who were appointed alongwith him also as temporary employees have been posted as probationers but he has been thrown out of his job illegally for no fault of his and requested for withdrawing that order of termination.

The management did not give any consideration of his request in withdrawing the said letter and asking him to work, on the other hand, issued a letter on 12-4-1980 marked Ext. W-5 offering him a sum of Rs. 1,500 in full and final settlement of this workman's claim which the Bank finalised as per the settlement with the Federal Bank Employees Union. The workman intimated by letter dated 8 August, 1979 marked Ext. W-6 from the Management of the Bank intimating that since the training facility which was given to him was terminated as per the order No. 1058/19 by the General Manager, his representation dated 30-7-1979 was being sent to the General Manager which letter has already been referred to and marked Ext. W-4. The workman also relied on the letter of one Shri P. M. Joseph Area Manager addressed to the General Manager, Head Office, Alwaye dated 3rd November, 1979 intimating therein that there are certain adverse remark against the employee, such as, he was reaching the office late and was leaving without completing his work and was slow in doing his work. Nevertheless, he intimated in the said letter that Shri Hari Bhajan Roy was primarily taken as Durwan but he was not tested in that post and Shri Hari Bhajan Roy the workman had assured that another opportunity being given to him, he would perform the duty to the best satisfaction of the Bank.

Shri Joseph advised the General Manager for allowing him another chance, even suggesting that a report of his service, would be forwarded after 30 days on the basis of which a final decision be taken. But nothing turned out of it and the termination of the workman continued. The workman accordingly urges that the entire treatment meted against amounted to unfair labour practice and the order of termination should be declared illegal and he should be deemed to be continuing in service with all his back wages.

Relying to the settlement arrived at between the Federal Bank Employees Union and the management on 3rd April, 1980 at Madras Ext. M-4, pursuant to which the management decided to offer him Rs. 1,500 in his full and final satisfaction of his claims, was not binding on him as he was never a member of the Federal Bank Employees Union at any time, nor given them the authority to make settlement of his claim with the management.

According to him his termination of service was also contrary to Sections 25-G and 25-H of the Industrial Disputes Act, 1947 as people junior to him in service in the said cadre are retained while his job has been terminated for no cause being shown.

4. The management in their pleadings have asserted that this workman had no right to the post since he was appointed only as a temporary Bankman and that too on daily wages. Though in paragraph 15 of the written statement the management denied that the allegation of the workman that Sections 25-G and 25-H was violated was correct, they never stated specifically if any junior appointed to the post subsequent to the workman, had not been retained while the workman was terminated. In paragraph 16 of the written statement, the management denied the fact that the workman was in anyway working under probation and relied on the Supplementary Settlement between the management and the Federal Bank Employees Union marked Ext. M-4 whereas the settlement arrived at between them accepting the offer of the management a sum of Rs. 1,500 as the full and final settlement for the termination of service of Shri Hari Bhajan Roy the workman, which admittedly the workman has not yet accepted. Apart from that, a point had also been taken by the management that when the settlement was in operation, the reference is incompetent.

5. I have already indicated the exhibits filed by the workman while dealing with the pleadings of the workman. Coming first to the settlement as per Ext. M-4 the oral evidence of the workman before the Tribunal is very specific that he had not authorised the said union to settle his case with the Bank, nor he sent any letter to the said union asking the union to enter into settlement on his behalf, which the workman stated in his cross-examination on 19-10-1989. He has also stated in his chief that he was never a member of any union when his service was terminated and was not a member of the Federal Bank Employees Union at any point of time. He even did not know if such a settlement had been arrived at fixing the sum of Rs 1,500 until he received the letter from the management dated 12-4-1980 Ext. W-5 asking him to accept the amount as his final settlement, which he refused. He had also intimated to the Bank by his letter dated 26th April 1980 marked Ext. W-7 stating that the settlement arrived at on the dispute he had paid was not acceptable to him and refused to accept that offer.

The management however in their written statement in paragraph 20 stated that it is the workman himself who had asked and/or consented to the union taking up the matter of his termination in a conciliation proceeding initiated by Regional Labour Commissioner (Central), Madras. This assertion of the management has not been proved by any evidence before the Tribunal. On the face of the fact that the workman had denied the membership of this union at any time. The Chief Manager of the Inspection Department of the Federal Bank examined as MW-2 also stated that he had no idea if the workman was a member of the union. Whether the union had any legal right to take up the case of the workman, has not been canvassed or argued before this Tribunal, nor any material has been shown that the union had any legal right to do the same.

6. This being the position, not only the settlement was not binding on the particular workman, particularly in relation to the amount the management agreed to pay to this

workman in satisfaction of this grievance in lieu of his reinstatement, the operation of this settlement, if any will not be a bar to the maintainability of this reference before this Tribunal.

7. Coming to the next point namely if the order terminating the workman with immediate effect as per Ext. W-1 dated 27 February 1979 is justified, this Order No. 1058/78 dated 25 July 1979 of the Bank merely indicated that the training facility allowed to the workman as a Bankman at Clive Roy Branch of Calcutta was terminated with immediate effect. By a plain reading of this order it does not say that the work of the workman had been terminated with immediate effect because of this order. If the training facility given to the workman had been discontinued or stopped or in other word terminated, it itself did not mean that the job of the workman had been terminated with immediate effect. Nevertheless, the workman considered this to be termination of his job and challenged this termination by this letter dated 30-7-1979 marked Ext. W-4 and the management has treated this actually termination of his job as per the Clause 15 of the settlement marked Ext. M-4 because the settlement says that in lieu of reinstatement, the management was agreeable to pay that amount of Rs. 1,500 to the workman in satisfaction of his demand.

8. Coming to the next question if the workman was retrenched while his juniors are kept in the service of the Bank, the allegation has been refuted by the management as already been discussed by me earlier. In such view of the matter, it is the duty of the workman to lead evidence to substantiate this allegation saying that people who were recruited latter as temporary employees were retained while his job was terminated without any cause. In his evidence, he has mentioned no name or even description of the persons who are so retained. Therefore, there is nothing much in this contention of the workman for which no evidence has been led.

9. But apart from the fact that there is no proper letter of termination was issued to him and Ext. W-6 which is the same as Ext. M-1, the termination is only in respect of the training facility which mean that the training facility had been discontinued with immediate effect. In the result, there is no proper order passed by the management terminating the service of the workman, even till now. But the workman on the basis of this has not reported to his work but only mentioned in his letter dated 26 April, 1980 marked Ext. W-7 and prayed for reconsideration of his reinstatement. This would mean even though the job of the workman had not properly terminated, there was lapse on his part to treat Ext. W-7 as letter of termination of his job and did not report to work. In any event, if this letter to be treated as letter of termination of his service, which both the parties considered it to be, the question is the letter of appointment in which he was appointed temporarily to the post, never mentioned if the service was terminable without any notice or with a notice of certain period. The workman has asserted in paragraphs 6 and 9 of this written statement that the First Bipartite Settlement in paragraph 20.7 provided that a temporary appointment cannot be made for an indefinite period and prohibits temporary appointment to fill-up a permanent vacancy not beyond the period of 3 months. Though the management has stated in the written statement that the workman was not being appointed against a permanent vacancy, management has not put forward against which particular vacancy this workman was appointed.

From the evidence adduced by the management, it is found that the real basis for which the job of the workman was being terminated, was the performance of this workman which was not good as is available from Ext. M-2 dated 29-5-1979 and the nature of lack of good performance is indicated in Ext. W-8 that he was reporting to the office late and was going away without completing his work and he was very slow in this work. It was also the case of the Area Manager from that letter Ext. W-8 the workman was actually found deficient in work in a post for which he was not appointed and if a chance is given he would probably improve. Therefore, if the management considered that his job was not satisfactory and he was still in probation which stand if the management is borne out from Ext. M-2, then the efficiency in the probation cannot be determined in a post

to which a person was not appointed. As already stated the workman was appointed as a Bankman-cum-Durwan but he was asked to serve in a different post. The management also cannot resile away from the stand that he was simply taken as a casual labour on day-to-day basis and not temporary one while he was being tested as a probationer before conformation. If this was not the case, there was no necessity to maintain in the Staff Department the Ext. M-2. The period of probation is not indicated in evidence from the side of the management, whereas the workman has stated it is for a period of three months. Admittedly the workman was appointed on 27th February 1979 and the three months period lapses on 27th May 1979. If he was allowed to continue thereafter, there is no basis why the management had not considered his efficiency earlier and allowed him to continue. Therefore, it cannot be accepted that he was just a casual worker taken for a very brief period on daily basis and since the management has not led any evidence to show that the post against which he was appointed had been ceased to exist, the termination of the workman cannot be held to be justified.

10. In the result, I answer the reference holding that the action of the management of Federal Bank Ltd., Head Office Awaye, in relation to the Clive Roy Branch, Calcutta in terminating the services of Shri Hari Bhajan Roy, Bankman-cum-Durwan with effect from 25 July, 1979 was not justified.

11. Coming to the other question if the workman is entitled to any relief because of this Award, the workman should have ordinarily been entitled to full back wages from the date of his termination till his reinstatement. The workman has mentioned in his evidence in chief that even though the letter of termination is dated 25 July, 1979, his job was actually terminated with effect from 30 July, 1979. He also stated in his evidence that after the termination of his service by the Bank, he has not been employed anywhere and he was only living on his pension as Ex-service-man which is only Rs. 484 per month including the relief on the date of his deposition.

12. The workman was employed on daily-rate basis and had no monthly salary. No evidence is led if he is entitled to any amount of holidays as a matter of right. Taking into consideration that his job was terminated since 30 July 1979, justice shall be met if a consolidated amount is given to the workman in lieu of the total back wages which is difficult to calculate not knowing the actual days he could have worked during this period, sum of Rs. 35,000 (Thirty-five thousand) only be paid to the workman in lieu of the back wages.

The reference is answered accordingly.

Dated, Calcutta,

The 28th February, 1997

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 17 मार्च, 1997

का. आ. 1051.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष प्रतापगढ़ राष्ट्रीय ग्रामीण बैंक, प्रतापगढ़ के प्रबन्धताल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-3-97 को प्राप्त हुआ था।

[संख्या ए.ल.-12012/21/92/श्राई. आर. बी. -3]

पी. जे. मार्कम, डैस्ट्रक्ट अधिकारी

New Delhi, the 17th March, 1997

S.O. 1051.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Adhyaksh Pratapgarh Kshetriya Gramin Bank Pratapgarh and their workman, which was received by the Central Government on 12-3-97.

[No. L-12012/21/92-IR (B-III)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 73 of 1992

In the matter of dispute between :

Kamlesh Kumar Sharma,  
Village Parasrampur,  
Post Jahaipur,  
District Pratapgarh.

AND

Adhyaksh Pratapgarh, Kshetriya Gramin Bank,  
Civil Lines Pratapgarh.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/21/92/I.R. B-3 dated 20-5-92, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Pratapgarh Kshetriya Gramin Bank, Pratapgarh in terminating the services of Kamlesh Kumar Sharma, son of Sri Lal Bahadur Sharma, daily wage workman at Mohanganj Branch of the bank w.e.f. 16-8-84 was legal and justified ? If not, to what relief the workman is entitled ?

2. The concerned workman Kamlesh Kumar Sharma in his claim statement has alleged that he was appointed in the subordinate cadre at Garhwala Branch of the opposite party on 29-12-81 on daily wages. Thereafter w.e.f. 20-2-82 he was deputed at Bhopiamau Branch. He worked there upto 6-12-82, when his services were brought to an end. Thereafter he was again taken in service on 23-5-83, and was deputed at Dhangar branch where he worked upto 10-7-83. Thereafter he was sent to Mohanganj Branch where he worked upto 15-4-84. It is alleged that one S. I. Singh, Manager accounts of the bank in order to give employment to his relation Ram Dayal Singh removed the concerned workman from service which is bad in breach of section 25F, G and H of I.D. Act.

3. The opposite party bank has filed reply in which it was alleged that concerned workman had worked for 212 days in one year preceding the date of alleged termination. Hence his case is not that of retrenchment. Further it is alleged that he was a daily-rated worker. It was further alleged that he was not engaged on a regular basis, instead employment was given to him to meet casual occasional and intermittent work which varies from time to time. Such a person is not entitled for benefit of section 25F, G and H of I.D. Act.

4. In the rejoinder nothing new was said.

5. In the written statement it was admitted by the management that the concerned workman had worked for 212 days in a year preceding the date of their termination. Brijesh Pratap Singh an officer of the bank had conceded that this working days are exclusive of Sundays and other holidays. Taking into consideration the number of working days, I am inclined to accept the statement of the concerned workman on oath, that he used to do work of permanent nature. As such not providing work on Sundays and other Holidays was done in order deprive him the benefit of Section 25F of I.D. Act. It was unfair labour practice. Hence these Sundays

and Holidays are to be included. By doing so the number of days would go much beyond 240 days. As such the concerned workman will be deemed to have worked for more than 240 days in a year. Admittedly no retrenchment compensation and notice pay was given, hence the termination order is bad in law.

6. Issue regarding breach of section 25G and H of I.D. Act, is decided against the concerned workman for want of proof. It has been held that the termination of the concerned workman was bad in law. Still there is a delay for about a 10 years in seeking remedy. Further as he was a daily-rated worker when the principle of no work no pay applies. There is no explanation for delay in seeking reference. Taking into consideration these factors, I am of the view that the concerned workman will not be entitled for reinstatement in service and back wages.

7. Accordingly my award is that although the termination of concerned workman is bad in law. He is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 मार्च, 1997

का. आ. 1052.—आधिकारिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, मद्रास के प्रबन्धतान्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट आधिकारिक विवाद में आधिकारिक अधिकरण तमिलनाडु मद्रास, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-3-97 को प्राप्त हुआ था।

[संख्या एल.-12012/257/90-आई.आर.बी.-III]  
पी.जे. माईकल, डैस्क अधिकारी

New Delhi, the 17th March, 1997

S.O. 1952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamil Nadu, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 13-3-1997.

[No. L-12012/257/90-IR (B-III)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU  
MADRAS

Wednesday, the 4th day of December, 1996

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal.  
Industrial Dispute No. 17 of 1991

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of State Bank of India, Madras).

#### BETWEEN

Miss S. Saroja,  
No. 243/A, Pannanthope Railway Colony,  
Ayanabaram, Madras-600023.

AND

The Regional Manager,  
Region III,  
State Bank of India, P.B. No. 5025,  
No. 43, Moore Street,  
Madras-600001.

## REFERENCE :

Order No. L-12012/257/90-I.R. (B-III), Ministry of Labour, dated 8-3-91, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 11th day of November, 1996, upon perusing the claim, counter statement and all other material papers on record, and upon hearing the arguments of Tvl. K. S. Janakiraman and K. M. Ramesh, Advocates appearing for petitioner and of Tvl. R. Sreekrishnan and S. Krishnamurthy and S. Ramesh, Advocates appearing for the management, and this dispute having stood over till this day for consideration, this Tribunal made the following

## AWARD

Government of India, vide their Order No. L-12012, 2  
90-I.R. (B-III), Ministry of Labour, dated 8-3-91, have referred this dispute to this Tribunal for adjudication of the following issue :

"Whether the management of State Bank of India, is justified in dismissing without notice Miss S. Saroja, Clerk-cum-Cashier with effect from 8-12-1989 ? If not, to what relief the workman is entitled to ?"

2. After service of notices, both the petitioner and the respondent filed their claim and counter statement respectively.

3. The main averments found in the claim petition are as follows :

The petitioner joined the service of the respondent State Bank of India as Clerk-cum-Cashier during the year 1981 and she had put in 7 years of service. The concerned authority of the bank served on the petitioner a charge memo dated 3-12-88 alleging that the petitioner had visited the Park Town branch of the bank on 3-11-88 and withdrew from the teller a sum of Rs. 3,000 and another sum of Rs. 3,000 from the Savings Bank Account of one Mr. Kuppuswamy on the same day by producing saving bank withdrawal slips containing forged signature of the said Kuppuswamy and thereby the petitioner had misappropriated the total sum of Rs. 6,000. On 5-11-88, the petitioner paid the amount of Rs. 6,000 to the authorities of the bank. She denied allegations made against her in the charge memo. On the day in question she went to the Park Town branch where she worked earlier in connection with the deposit made by her and at that time she had introduced to the staff members of the bank a man whom she had seen earlier to draw cash of Rs. 3,000 each from Teller and the Savings Bank Account. On the next day two staff members Mr. Rajkumar and another Officer came to her residence and compelled her to compensate the amount of Rs. 6,000 and also to sign the reverse of the withdrawal slip to make it appear as if she had received the amount and handed over the same to the old man. Though, she was not willing, to sign, she was forced and compelled to part with the money and sign the withdrawal slip under threat and coercion. Petitioner's brother who is also employed in another nationalised bank pledged his wife's jewels and paid Rs. 6,000. The petitioner has not done anything than to pay in a word to introduce an old man who was having relevant pass book and withdrawal slip and she was not aware of the further transaction in the matter. She did not misappropriate the amount. For the said incident, the management initiated disciplinary action against her and she appeared in the domestic enquiry. Sufficient opportunity was not granted in the domestic enquiry, put forth her case. On the findings of the Enquiry Officer, the respondent bank passed the order of dismissal without notice against her. The dismissal is illegal and contrary to the principles of natural justice. The charges levelled against her are false and they have not been established in a fair and proper enquiry. The charges have been fabricated and the petitioner has been falsely implicated by the conspiracy of certain officers and employees of

the Park Town branch in order to cover up their own liabilities. It is a clear case of victimisation and unfair labour practice. She had to pay a sum of Rs. 6,000 under threat, intimidation, coercion, and such action of the management is one of unfair labour practice. The copy of findings was not given to her before imposing the punishment. The findings is a clear infraction of the rule of natural justice and the provisions of Sastry Award. Against the dismissal order passed by the Disciplinary Authority, the petitioner has preferred an appeal to the Appellant Authority. The order of the Appellate Authority is without any application of mind and the Appellate Authority failed to discharge his duties and in contravention of the rules provided for consideration of appeals. The imposition of extreme punishment of dismissal without notice is extremely harsh, severe and out of all proportions to the charge levelled against her. The punishment of dismissal is liable to be interfered with set aside, altered, modified under the Provisions under Section 11-A of the I.D. Act. Award may be passed setting aside the dismissal order, and order for reinstatement, continuity of service and back wages.

4. The main averments found in the counter filed of the respondent are as follows :

On 3-11-88 the petitioner who was working in HVF, Avadi branch of the respondent bank at Avadi went to Park Town branch of the same bank where she was working earlier and withdrew Rs. 6,000 from the Savings Bank Account of Mr. S. Kuppuswamy, a deceased Railway pensioner and the repaid the amount on 5-11-88 when the misappropriation committed by the petitioner was discovered. The acts of the petitioner amounts to gross misconduct under Para 521(4)(j) of the Sastry Award read with Para 18 and 26 of Desai Award. Disciplinary action was taken against her and finally on the basis of the findings given by the Enquiry Officer the Disciplinary Authority passed an order of dismissal without notice against her. Appeal filed by her was also dismissed. The petitioner knowing truly well about the nature of the Savings Bank Account of the deceased Kuppuswamy had withdrawn Rs. 6,000 under two withdrawal slips and had misappropriated the amount. When it was discovered she repaid the amount. The various allegations made by her in the claim statement are not true to the knowledge of the petitioner. The punishment of dismissal without notice was passed in terms of para 521.10(a) of the Sastry Award. The Appellate Authority re-assessed the evidence and relevant materials and also called the petitioner on 20-2-91 for a personal hearing and thereafter applying his mind, the Appellate Authority confirmed the order of dismissal. The respondent bank has considered all the aspects of the matter and awarded the punishment in accordance with the provisions of the award/agreement after taking into consideration the gravity of the charges proved against the petitioner. The punishment awarded to the petitioner was appropriate and commensurate with the gravity of the misconduct committed by her. There is no valid ground warranting any inference with the decision arrived at by the Disciplinary Authority. Award may be passed upholding the punishment imposed on the petitioner by dismissal the industrial dispute.

5. The petitioner was examined as a witness on her side and Exs. W-1 to W-8 have been marked on her side. Two witnesses have been examined on the side of the management and Exs. M-1 to M-24 have been marked

6. The Point for our consideration is : Whether the Management of State Bank of India, is justified in dismissing without notice Miss S. Saroja, Clerk-cum-Cashier with effect from 8-12-1989 ? If not, to what relief the workman is entitled to ?"

7. The Point.—The petitioner Miss Saroja joined the service of State Bank of India as Clerk-cum-Cashier during the year 1981 and she had put in 7 years of service in the bank. She was working in Park Town branch of the bank and subsequently transferred to Heavy Vehicles Factory branch Avadi and was working there during the relevant period. On

3-11-88, she went to Park Town branch of the bank and withdrew Rs. 3,000 from the teller and another Rs. 3,000 from the Savings Bank Account of one Mr. Kuppuswamy who was no more at that time. The petitioner told the staff members who were closely known to her as Mr. Kuppuswamy was sitting there and she had come to them to help the old man. She also helped the employees of the bank in posting the ledger and also passing the two withdrawal slips. However, it was found that Kuppuswamy's account was not operated for some time and it was kept as "dormant" account. Bank officials visited the house of the petitioner on 5-11-88 and she repaid the sum of Rs. 6,000 with the help of her brother who pledged jewels and gave the amount to her. The bank under Ex. M-3 framed charges against her.

- (i) On 3-11-88 you went to Park Town branch where you have previously worked for a number of years and fraudulently withdrew from teller counter Rs. 3,000 and from the Savings Bank Account No. PEN 149 of Shri M. S. Kuppuswamy a deceased railway pensioner by using the withdrawal slip containing a forged signature both obverse and on the reverse.
- (ii) Again on the same day, you have produced another savings bank withdrawal slip containing a forged signature drawn on the same amount mentioned above to the Savings Bank counter and fraudulently withdrew another sum of Rs. 3,000 through the payment cashier.
- (iii) You have misappropriated the total sum of Rs. 6,000 withdrawn as above and made good the amount only on 5-11-88 when the incident came to light."

Charge Nos. (i) and (ii) were framed for the same transaction for drawing Rs. 3,000 each from two different slips, one through teller system and another through withdrawal slip. Ex. M-8 is the enquiry proceedings. MW-1 and MW-3 speak about the passing of the withdrawal slip through teller system. MW-1 Govindarajan, Cashier, who was working in the teller account on 3-11-88 has clearly stated that the petitioner Saroja presented three vouchers and among them one was for payment of Rs. 3,000 through teller system and he paid Rs. 3,000 to Miss Saroja as the party cannot be seen by him as there was crowd/queue. He further added that he thought that the petitioner Saroja was assisting the pensioner for the first voucher. MW-3 Kumaravel, the P. B. Accountant of the said bank has stated that when he tried to refer the specimen signature of the party the petitioner told him that she knew him very well and he is having a very good deposit, that the same can be verified from the pass book. The petitioner did not cross-examine MW-3. From the evidence of MW-1 and MW-3, it is clear that but for the request of the petitioner, they would not have paid the amount without proper verification regarding the identity of the person who presented the withdrawal slip. The petitioner Saroja had worked in that branch for number of years and MW-1 and 3 who were colleagues while she was working in that branch had no doubt in their mind to suspect the transaction. Regarding charge No. (ii) MW-2, Minuddin, Cashier has clearly stated that he paid the cash of Rs. 3,000 to the petitioner Saroja and further added that he asked for the party and the petitioner Saroja told him that the party was sitting there and showed the direction and that because Saroja said that the party was sitting there, he though she was helping the pensioner to get money and so, he paid the cash to petitioner Saroja. MW-4, Rangasai, Clerk-cum-Cashier has stated that Saroja told him that she knew the party and asked him to post the voucher. By believing the petitioner, he posted the voucher in the ledger. MW-5, while noticing the voucher found the noting "CARE—DORMANT ACCOUNT". Therefore, he folded the vouchers and reported the matter to the Branch Manager on 4-11-88 morning. Ex. M-20 the copy of the ledger shows that the words "Dormant care No drawings" has been written across the page in bold letters. MWs-1 to 4 had passed the two withdrawal slips on the representation made by the petitioner Saroja and but for her representation they would not have passed those vouchers without following the procedure. It was contended on the side of the petitioner that she was innocent and the charges have been framed against her in Ex. M-1 which was already marked as P-4 in the departmental enquiry wherein she has stated :

"As soon as I entered the bank an old man by name Mr. Kuppuswamy (pensioner) approached me to

encash his withdrawal slips alongwith the Pass Book. He told me that he was in a hurry regarding his daughter's wedding and to get him the cash as early as possible. Since he was an old man and as I had seen him earlier in the bank, I helped him to get the cash."

In Ex. M-4 explanation submitted by her, to the charges framed against her she had stated, an old man came with mixed up withdrawal slips signed on both sides alongwith the pass books and requested her to help the encashment since there was large crowd that he wanted to get the money urgently due to his daughter's marriage. She believed him and she only put a word to the concerned ledger keeper to whom the old man presented pass book and withdrawal slips. But none of the witnesses examined on the side of the respondent-bank had stated that they had seen the old man who presented the withdrawal slips. MW-1 to MW-4 have clearly stated that the old man was not found alongwith petitioner Saroja but she told them that he was sitting there showing the direction.

8. Now it is case of the petitioner that an old man whom she had seen earlier came there for her help on that day and she helped him to get the money from his deposit. It is the case of the respondent-bank that Kuppuswamy who was a railway pensioner died earlier to 3-11-88 and Ex. M-17 shows that in the ledger it has been written as "dormant" and in Ex. M-4 explanation the petitioner has admitted that she only put a word to concerned ledger keeper to whom the old man presented the pass book and withdrawal slips. It is clear from the admission of the petitioner that only on her recommendation, MW-3 even without looking into the ledger had passed the withdrawal slip. It was argued on the side of the petitioner that there is no proof to show that M. S. Kuppuswamy, the account holder was no more even earlier to the said date and the death certificate filed by the respondent-bank has not been obtained from a competent authority. It is clear from the accounts that it was not in operation for few years. However, the railways as per the previous instructions she has been making credit of the pension to his account. The petitioner who was working in that bank has made use of the circumstances with a view to make two withdrawals, of Rs. 3,000 each. It was the definite case of the petitioner that the person was known to her earlier and he was available on that date. On such circumstances, she could have examined that person on her side. It should not be mistaken that thereby it means the delinquent should prove her innocence. But however, when the delinquent employee had a definite case that M. S. Kuppuswamy was alive and physically present on 3-11-88, it was for her to examine him. Further, if the explanation of the petitioner was true, she could have given a complaint to the authorities concerned saying that by believing the words of an old man she had helped him to withdraw the sum of Rs. 6,000 without verifying the real facts. She had not given any such complaint to any one of the competent authorities. It was contended by the petitioner that the entire staff members in the Park Town branch office are enemically disposed towards her and she had written to the Enquiry Officer for change of venue of enquiry from Park Town branch to some other places. But, however it was turned down. She has not stated any specific reasons for such enmity or ill feeling nurtured against her by one or more employees in the said branch. It is the admitted case of the petitioner that on 3-11-88 she had gone to Park Town branch to set right the accrued interest in her security deposit and other matters and she has admitted that she wanted to meet Mr. Rajkumar who has been examined as MW-5 in the enquiry in respect of the same. Further, she has admitted in her explanations Ex. M-1 and M-4 that she approached the staff members to pass the withdrawal slip of M. S. Kuppuswamy. If any one of the member had any such enmity she would not have approached any one of them for the purpose of passing the withdrawal slip. The way in which she had given her explanations and also the way in which the witness examined in the enquiry deposed would go to show that there was no such enmity as alleged by her and it is nothing but a reason assigned by her to discredit the cogent and convincing evidence adduced by the witness examined in the enquiry. Considering all these facts, it is clear that there is ample evidence on record to prove charges (i) and (ii). This Tribunal earlier had also come to the conclusion in the preliminary enquiry that the domestic enquiry was conducted in fair and proper manner. The contention of the petitioner that she had not

signed the withdrawal slips marked as Ex. M-16 and M-17 has been confirmed by the evidence of MWs-1 and 2 therefore she had not received the amount cannot be accepted for the reason that though they had not clearly stated about her signature in Exs. M-16 and M-17, they had confirmed the receipt of the money by her, saying that the customer M. S. Kuppuswamy was sitting nearby. Therefore, the payment was made to her is not in doubt. More important in the circumstances is the receipt of money by the petitioner and not whether she had signed Exs. M-16 and M-17. Even if her signature was obtained later in her house by the staff members, the payment of Rs. 6,000 was made to her cannot be doubted.

9. Charge No. (iii) is for the misappropriation of sum of Rs. 6,000 withdrawn by her on 3-11-88 and made good on 5-11-88. The charge Nos. (i) and (ii) clearly prove that she had withdrawn a sum of Rs. 6,000 from the account of the deceased M. S. Kuppuswamy. In Ex. M-1, she has clearly stated that she has repaid the amount with the help of her brother who pledged his wife's jewel and paid the said amount. Therefore, the subsequent payment of the amount on 5-11-88 has been admitted by the petitioner. The contention of the petitioner that due to threat, compulsion and coercion she had paid the amount cannot be taken as valid defence in the circumstances of the case. The fact of withdrawing Rs. 6,000 has been proved. The subsequent payment was admitted by her. How she paid the amount, under which circumstances, she was made to pay the amount are all not factors very more relevant for our consideration. The fact remains that she repaid the amount of Rs. 6,000. The entire circumstances of the case clearly shows that she paid the amount because she had withdrawn the sum on 3-11-88 from the Savings Bank A/c. of deceased M. S. Kuppuswamy. MW-5 Rajkumar has clearly stated that she paid the amount of Rs. 6,000. In fact MW-5 found out the fraud committed in the withdrawal by looking into the ledger which had the could "CARE-DORMANT ACCOUNT". As already stated if she was innocent, she would have protested payment of Rs. 6,000 and immediately she would have given complaint against the old man who alleged to have been cheated her. She not moved her little finger in that direction. Therefore, the contention of the petitioner that she was compelled to make payment under threat, and coercion cannot be accepted. There is ample evidence to prove charge No. (iii) against her.

10. The petitioner has drawn my attention to a decision regarding the evidence which has to be found necessary in domestic enquiries. In Nandh Kishore Prasad Vs. State of Bihar (1978 II LLJ P. 84) at page 87 and 88, Apex Court held :

"Before dealing with the contention canvassed, we may remind ourselves of the principles in point, crystallised by judicial decisions. The first of these principles is that disciplinary proceedings before and domestic Tribunal are of a quasi-judicial character, therefore, the minimum requirement of the rules of natural justice is that the Tribunal should arrive at its conclusion on the basis of some evidence i.e. evidential material which with some degree of definiteness points to the guilt of the delinquent in respect of the charge against him. Suspicion cannot be allowed, to take the place of proof even in domestic enquiries."

In Rocho (P. B.) Vs. Union of India (1984 II LLN P. 841) at page 844, the Kerala High Court held ;

"Although in Civil cases a preponderance of probability suffices, and not proof beyond reasonable doubt, the degree of probability must be such as to satisfy the Court. But as Lord Scarman ask,

"If a Court has to be satisfied, how can it at the same time entertain a reasonable doubt ?"

The distinction between the standard of proof of criminal and civil proceedings is more a matter of words and "not one of any great moment". Lord Scarman, Ibid. It can indeed become too nice to be discernible, dependant upon what is at stake. This principle holds good with equal force in disciplinary proceedings before departmental authorities where, although the rules of evidence and procedure of Civil Court are not strictly applicable, in cases involving serious charges with consequences

as grave as dismissal, the standard of fairness and reasonableness, as interpreted and adopted by the Civil Court will apply to meet the ends of justice."

In the instant case, there is ample evidence on record to prove charges (i) to (iii) framed against the petitioner. Even in the preliminary enquiry this Tribunal has held that domestic enquiry was just and fair. In these circumstances, even by applying these decisions it cannot be said is no sufficient evidence on record to prove the charges levelled against the petitioner.

11. The respondent-management has invited my attention to a catena of decisions to show that the Tribunal has no jurisdiction to sit in judgement over the decision of the employer provided there was ample evidence to prove the charges and charges have been levelled against the employees malafide In East India Hotels Vs. Workmen (1971 I LLJ P. 282) the Supreme Court held ;

"When a proper enquiry has been held by an employer and the finding of misconduct has support from the evidence adduced at the said enquiry, the Tribunal has no jurisdiction to sit in judgement over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the enquiry is unfair or the findings arrived at in the enquiry are perverse or have no basis in evidence or the management is guilty of victimisation, unfair labour practice, or malafide or the punishment is harsh and oppressive."

In Workmen of Indian Overseas Bank Vs. Indian Overseas Bank (1973 I LLJ P. 316), the Delhi High Court held :

"The Tribunal does not sit as a Court of appeal over the findings of the domestic enquiry. The Tribunal is not called upon to consider the propriety or adequacy of the punishment unless it come to the conclusion that the punishment is shockingly to disproportionate that no reasonable employer would impose such a punishment."

Further the respondent has also cited certain decisions to show that for committing misconduct like misappropriation of funds belonging to the employer, the workman has to be dealt with severe punishment. To substantiate this contention, the respondent has cited a decision in Bank of India Vs. D. Padmanabhu and Anr. (1975 I LLJ P. 233) Karnataka High Court held ;

"The bank is the custodian of the money of the customers and cashier is a person who deals with the money and he must be more diligent and honest and justify the trust reported in him by the bank and by the customers. If once the customers lose the confidence in the dealings, the entire organisation suffers, and confidence of the customers the basis on which the entire edifice of the banking system is built. The learned judge has assigned the reason that the money misappropriated by the first respondent has been paid back to the customers and it is the amount of the customers and not of the bank. The learned judge has lost sight of the principle that the intentional temporary retention of the money which does not belong to a person is also a misappropriation. Money repayment will not absolve the liability or misconduct committed by the first respondent."

In Rajasthan State Road Transport Corporation, Alwar Vs. Kailash Chand Sharma (1995 I LLJ P. 268) Rajasthan High Court held :

"Presons like the second respondent workman are public servants. If by their actions they commit breach of trust or commit theft or misappropriation there is absolutely no justification for showing any compassion or leniency with such employees in the matter of punishment. A public servant who is found guilty of misappropriation, corruption, dishonesty, fraud or theft has no right whatsoever to serve the public and the public who is the real matter and who is represented by the employer has a right to see the ouster of such an employee by due process of law."

From the above decisions also it is clear that the Tribunal cannot interfere with the findings without valid grounds and further it is clear that for an offence like misappropriation the punishment of dismissal is not improper. Considering all reasons, the punishment imposed by the respondent-management on the petitioner cannot be interfered with. The petitioner being employee of the bank had exceeded the limits of normal employee by withdrawing cash from the Savings Bank Account of a deceased person. Therefore, the punishment of dismissal imposed on her is just and proper.

From the foregoing discussions, it has to be held that the petitioner is not entitled for any relief.

In the result, award is passed holding that the management of State Bank of India is justified in dismissing without notice Miss. S. Saroja, Clerk-cum-Cashier with effect from 8-12-89. No costs.

Dated, this the 4th day of December, 1996.

S. THANGARAJ, Industrial Tribunal

#### WITNESSES EXAMINED

For Workman :

WW-1—Smt. S. Saroja.

#### WITNESSES EXAMINED

For Management :

MW-1—Thiru P. V. Pandiyan.

MW-2—Thiru P. V. Pandiyan.

#### DOCUMENTS MARKED

- Ex. W-1/9-1-89—Letter from Petitioner-workman to the Disciplinary Authority of the Respondent-bank.
- Ex. W-2/13-2-89—Letter from Deputy General Manager of the Respondent-bank to the Petitioner-workman (Xerox copy).
- Ex. W-3/18-3-89—Letter from Petitioner-workman to the Enquiry Officer (Xerox copy).
- Ex. W-4/23-1-90—Letter from Petitioner to the Dy. General Manager of the Respondent-bank.
- Ex. W-5/16-8-90—Letter from Petitioner to the Asst. Labour Commissioner (Central), Madras-6 (Xerox copy).
- Ex. W-6/20-11-90—Conciliation Failure Report (Xerox copy).
- Ex. W-7/1-11-88—Letter from the Petitioner-workman to the Management of State Bank of India, Park Town branch requesting to Cancel the demand draft for Rs. 40 (Xerox copy).
- Ex. W-8/2-11-88—Banker's cheque drawn in favour of Petitioner-workman (Xerox copy).

For Management :

- Ex. M-1/5-11-88—Letter from Petitioner-workman to the Respondent-bank (Xerox copy).
- Ex. M-2/12-11-88—Suspension order issued to the petitioner-workman (copy).
- M-3/3-12-88—Charge sheet issued to the petitioner-workman.
- Ex. M-4/9-12-88—Explanation by the Petitioner-workman to Ex. M-3 (Xerox copy).
- Ex. M-5/24-1-89—Letter from Respondent-bank to the petitioner-workman (Xerox copy).
- Ex. M-6/3-2-89—Letter from Enquiry Officer to the Petitioner-workman (copy).
- Ex. M-7/7-2-89—Letter from Petitioner-workman to the Respondent-bank (Xerox copy).
- Ex. M-8/14-2-89—Proceedings of the Enquiry Officer (copy).

- Ex. M-9/21-2-89—Reply from Enquiry Officer to the petitioner-workman (copy).
- Ex. M-10/ —Findings of the Enquiry Officer (copy).
- Ex. M-11/15-11-89—Letter from Disciplinary authority to petitioner-workman (copy).
- Ex. M-12/8-12-89—Dismissal Order (copy).
- Ex. M-13/20-2-90—Proceedings of the Personal hearing given to the petitioner-workman by the Appellate authority (copy).
- Ex. M-14/17-3-90—Order of the Appellate Authority.
- Ex. M-15/18-6-90—Letter from the Asst. Labour Commissioner (Central), Madras to the petitioner-workman and management informing the date of conciliation proceedings and the 2-A petition (Xerox copy).
- Ex. M-16/3-11-88—Withdrawal slip for Rs. 3,000 (Xerox copy).
- Ex. M-17/3-11-88—Withdrawal slip for Rs. 3,000 (Xerox copy).
- Ex. M-18/5-11-88—Pay-in-slip for Rs. 6,000 signed by petitioner-workman (Xerox copy).
- Ex. M-19/3-8-81—Account Opening form of Thiru M. S. Kuppuswamy (Xerox copy).
- Ex. M-20/ —Statement of Account relating to the S. B. Account of the deceased Kuppuswamy.
- Ex. M-21/17-11-87—Charge sheet issued by the Disciplinary Authority to the petitioner-workman (copy).
- Ex. M-22/3-11-87—Letter from the Petitioner-workman to the Respondent-bank (Xerox copy).
- Ex. M-23/8-1-88—Order of the Disciplinary Authority (copy).
- Ex. M-24/20-11-87—Letter from the Petitioner-workman to the Respondent-bank.

नई दिल्ली, 17 मार्च, 1997

का०आ० 1053.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष प्राथमा बैंक, मुरादाबाद के प्रबन्धसंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध, में निर्दिष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक अधिकारण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-3-97 को प्राप्त हुआ था।

[संख्या पाल - 12012/2/93-आई आर(बी-1)]  
पी.जे. माइकल, ईस्क अधिकारी

New Delhi, the 17th March, 1997

S.O. 1953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Adhyaksh Prathma bank, Moradabad and their workman, which was received by the Central Government on the 13-3-1997.

[No. L-12012/2/93-IR(B-I)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 39 of 1993

In the matter of dispute :

## BETWEEN

Sri Behari Lal,  
S/o Hiralal,  
Gram Dakka Hazinagar Post Moth,  
District Rampur, U.P.

AND

Adhyaksh Prathma Bank,  
Prathma Bhawan,  
Nainital Road,  
Moradabad.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/2/93-I.R.(B-I) dated 7-4-93, has referred the following dispute for adjudication to this tribunal :

Whether the action of the management of Prathma Bank in terminating the services of Sri Behari Lal w.e.f. 22-4-88 is legal and justified ? If not, to what relief(s) the workman is entitled to ?

2. The concerned workman Behari Lal in his claim statement has alleged that initially he was engaged as a part time messenger from 1-1-84 at Koila Branch District Rampur of opposite party Prathma Bank as a daily rated worker. Although he was designated as part time messenger work for whole time was taken and that too of permanent nature. He worked there upto 4-10-86 when his services were brought to an end. Thereafter, he was again engaged from 23-7-87 and was deputed to Bilaspur branch. From there he was assigned to Ajnur branch of the bank, where he worked upto 22-4-88. Thus in the second spell from 23-7-87 to 22-4-88 he had worked for 275 days. When his services were terminated no retrenchment compensation and notice pay was given. Beside junior were retained in service. Thus there had been breach of Section 25G and H of I.D. Act.

3. The opposite party bank has filed reply in which it was denied that in between 23-7-87 to 22-4-88, the concerned workman had worked for 240 days. Any way the number of days have not been given at all. It is further alleged that the concerned workman was appointed for fixed period and his services came to an end automatically by efflux of time.

4. In the rejoinder new facts alleged in the claim statement were denied.

5. In support of his case, the concerned workman Behari Lal has examined himself as W.W. 1 besides W-1 to W-11 documents were filed. In rebuttal S. K. Chandra M.W. 1 was examined, besides Ext. M-1 to M-27 documents were filed.

6. At the outset it may be pointed out that period of working between 1-1-84 to 4-10-86 at Koila Branch is not relevant as no case has been founded on this basis.

7. We have to confine ourself for the period from 23-7-87.... 22-4-88. During this period the concerned workman has said to have worked for 275 days. Bank has not given the number of days in its written statement. Behari Lal W.W. 1 has stated that he had worked for 275 days during the above period. On the other hand S. K. Chandra, M.W. 1 has stated that the concerned workman had worked for 207 days during this period. This fact has been ought to be corroborated from payment vouchers Ext. W. 1 to 15. Further attendance chart have been filed as Ext. M-16. Even without indulging in controversy, we accept the management version of 207 working days. In view of ruling in the case of H. D. Singh versus State Bank of India, Lab T.C. 1986 the Sundays and other holidays are to be included. This period would go much more than 240 days working in a calendar year. Hence my finding is that the concerned workman will be deemed to have completed for more than 240 days during the period 27-4-87 to 22-4-88.

8. Even if the concerned workman was part time worker he was entitled for notice pay and retrenchment compensation before termination which has admittedly not been paid, hence this retrenchment is bad in law.

9. There is no proof about breach of Section 25G I.D. Act. Further there is no evidence that the concerned workman was appointed for fixed period. This could have been proved by filing the engagement letters which has not been done.

10. In the end my award is that retrenchment of the concerned workman is bad and he will be entitled for reinstatement with back wages from the date of reference. It is made specifically clear that back wages will be payable at the rate at which he was getting wages for the last time.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 मार्च, 1997

का०आ० 1054.—श्रीदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक इंडिया नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अन्बन्ध में निर्दिष्ट श्रीदोगिक विवाद में श्रीदोगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-3-97 को प्राप्त हुआ था।

[संख्या पल.-12012/239/95-आई.आर. (बी)]  
पी०जे० माइकल, डैस्क अधिकारी

New Delhi, the 17th March, 1997

S.O. 1054.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-3-97.

[No. L-12012/239/95-I.R. (B)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 106/96

In the matter of dispute :

## BETWEEN

Shri Birin Chander Pandey,  
C/o. 464, Sunlight Colony II,  
Hari Nagar Ashram, New Delhi-14.

## Versus

Assistant General Manager,  
(P) Personnel Dept.,  
State Bank of India,  
Local Head Office,  
11, Sansad Marg, New Delhi.

## APPEARANCES :

Workman in person.

Shri D. N. Sethi, Deputy General Manager—for Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/239/95-I.R.(B) dated 2-12-96 referred

the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of S.B.I., Local Head Office, New Delhi in terminating the services of Shri Bipin Chander Pandey w.e.f. 27-8-94 is legal and justified ? If not what relief the concerned workman is entitled to ?"

2. Notice was sent to the parties and the workman appeared in person. Shri D. N. Sethi Deputy Manager, appeared for the management on 14-1-97. Thereafter the workman did not appear nor filed statement of claim or any document. It appears that the workman was not interested in pursuing the case so no dispute exists between the parties and a no dispute award is, therefore, given in this case leaving the parties to bear their own costs.

3rd March, 1997.

**GANPATI SHARMA**, Presiding Officer

नई दिल्ली, 17 मार्च, 1997

का.आ. 1055.—श्रोतोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नोटिन रेलवे लखनऊ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट श्रोतोगिक विवाद में केन्द्रीय सरकार श्रोतोगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 13-3-97 को प्राप्त हुआ था।

[संख्या एल-41012/43/95-आई आर. (बी -I)]

पी.जे. माईकल, ईस्क अधिकारी

New Delhi, the 17th March, 1997

S.O. 1055.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workman, which was received by the Central Government on the 13th March, 1997

[No. L-41012/43/95-IR(B-I)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 48 of 1996

In the matter of dispute :

#### BETWEEN

Zonal Working President,  
Uttar Railway Karamchari Union,  
96/196 Roshan Bajaj Lane,  
Ganeshganj,  
Lucknow.

#### AND

Senior Divisional Personal Officer,  
Northern Railway,  
R. M. Office,

872 GI/97—5

Hazratganj,  
Lucknow.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-41012/43/95-IR(B-I) dated 22nd April, 1996, has referred the following dispute for adjudication to this Tribunal :—

Whether it is a fact that the management of Northern Railway, Lucknow have promoted juniors to Shri Phuman Lal, Fitter Highly Skilled Gr. II causing his supersession ? If so, to what what relief Sh. Phuman Lal was entitled to ?"

2. It is not necessary to give the details of the case as the concerned workman has not filed the claim statement in spite of sufficient service. Hence the reference is answered against the concerned workman for want of prosecution and proof and he is not entitled for any relief.

**B. K. SRIVASTAVA**, Presiding Officer

नई दिल्ली, 17 मार्च, 1997

का.आ. 1056.—श्रोतोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नोटिन रेलवे, इलाहाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट श्रोतोगिक विवाद में केन्द्रीय सरकार श्रोतोगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 13-3-97 को प्राप्त हुआ था।

[संख्या एल-41012/47/87-डी-II(बी )]

पी.जे. माईकल, ईस्क अधिकारी

New Delhi, the 17th March, 1997

S.O. 1056.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, KANPUR as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Allahabad and their workman, which was received by the Central Government on the 13-3-97.

[No. L-41012/47/87-D II(B)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 31 of 1989

In the matter of dispute :

## BETWEEN

D N Tiwari, Divisional Secretary Uttar Rly.  
Karanchari Union 2 Navin Market, Kanpur.

AND

Divisional Raiway Manager  
Northern Railway Allahabad.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-41012/47/87-DII(B) dated nil has referred the following dispute for adjudication to this Tribunal—

Whether the action of the Divisional Railway Manager Northern Railway Allahabad, in not upgrading Sri S. P. Gupta in the pay scale of Rs. 700-900 with effect from 1-8-82 and also depriving him of two sets of privilege passes/tickets is justified? If not to what relief the workman concerned is entitled?

2. It is obvious that this reference comprises of two parts. The first part is with regard to not upgrading the concerned workman S. P. Gupta in the pay scale of Rs. 700-900 w.e.f. 1-8-82 and the second part is about withholding of two sets of privilege of passes by way of punishment on the basis of domestic enquiry.

3. In the claim statement since the concerned workman was the senior most he was entitled to be upgraded in this post w.e.f. 1-8-82. Instead of doing so Hanuman Prasad Srivastava junior to him was promoted by order dt. 22-11-83, which is bad in law.

4. With regard to other claim it is alleged that domestic enquiry which had preceded imposition of punishment of stoppage of two sets of passes was bad in law. Hence punishment is also bad.

5. The opposite party railway in his written statement has not disputed that the two posts of chief typist in the grade of Rs. 700-900 were upgraded w.e.f. 1-8-82. It is also not disputed that Hanuman Prasad Srivastava junior to the concerned workman was promoted. The case of the management is that upgradation in this scale was to be given in this scale on the basis of seniority cum suitability. The concerned workman was not upgraded because there was adverse entries in his service record hence he was not upgraded.

6. As regards second limbs of the reference it is alleged that the enquiry was proper and fair.

7. In the rejoinder nothing new has been alleged.

8. It may be mentioned that a preliminary issue was framed regarding fairness and proprietary of enquiry. Vide finding dated 26-12-96 this Tribunal held that enquiry was not fairly and properly held. Hence the management was given opportunity to prove his misconduct on merits. Inspite of repeated opportunity the management did not adduce any evidence to prove the charges of misconduct against the workman hence consequent punishment by way of stoppage of two sets of first class passes is bad in law.

9. As regards first part of the reference I am of the opinion that the railway has given satisfactory reasons for not giving promotion to the concerned workman in the grade of Rs. 700-900 (Chief Typists) as he was not found suitable. The action of the management in not finding the suitability of the concerned workman cannot be looked into by the labour Tribunal as it cannot sit as court of appeal or the decision of the management in this regard. Hence, the first part of the reference is to be answered against the management.

10. In view of above discussions first part of the reference is answered against the concerned workman and it is held that the action of the opposite party was justified in not upgrading the concerned workman in the pay scale of Rs. 700-900 w.e.f. 1-8-82.

11. The second part of the reference is answered in favour of the workman. The punishment by way of stoppage of two sets of privilege passes is not justified, is accordingly set aside. Consequently the concerned workman will be entitled for its consequential benefits.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 मार्च, 1997

का०आ० 1057:—श्रोतोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे, इलाहाबाद के प्रबन्धसंच के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुवन्ध में निर्दिष्ट श्रोतोगिक विवाद में श्रोतोगिक अधिकरण, कोटा, राजस्थान के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[संख्या एल-41011/13/94-श्राव आर (बी -I)]  
पी०ज०माईफल, डेस्क अधिकारी

New Delhi, the 18th March, 1997

S.O. 1057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kota, Rajasthan as

shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Allahabad and their workman, which was received by the Central Government on the 18th March, 1997.

[No. L-41011/13/94-I.R.(B-I)]

P. J. MICHAEL, Desk Officer

अनुबंध

न्यायाधीश औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज. निर्वेशप्रकरण क्रमांक: ओ०-न्या० 25/95

दिनांक स्थापित: 21-8-95

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्रमांक एल०-41011/13/94-आई०आर० (बी०-I)  
दिनांक 17-8-95

आौद्योगिक विवाद अधिनियम, 1947

मध्य

राजकुमार बगैरह द्वारा डिविजनल सेक्रेट्री पी०आर०के०पी०, कोटा।

--प्रार्थिणि श्रमिक

एवं

लिप्टी चीफ एलेक्ट्रिफाइशनल मैनेजर (ई) बड़ौदा/जनरल मैनेजर कोर/इलाहाबाद पश्चिम रेलवे।

--प्रतिपक्षीण नियोजक

उपस्थित

श्री आर.के. चाचान

आर.एच. जे. एस

प्रार्थिणि श्रमिक की ओर से प्रतिनिधि:— श्री ए.डी. गोवर  
प्रतिपक्षीण नियोजक की ओर से:— कोई उप. नहीं

अधिनियम दिनांक: 23-12-96

:अधिनियम:

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्वेश औद्योगिक विवाद अधिनियम, 1947 की धारा 10(1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनियमार्थ सम्प्रेषित किया गया है:—

"Whether the action of the Chief Project Manager, Rly. Electrification, Kota and the General Manager, Central Organisation of Railway Electrification, Allahabad in not screening, regularising and absorbing the workmen S|Shri Raj Kumar S/o. Mahesh| Chand, Hakim S/o. Abdul Hamid, Bhoop Singh S/o. Ramswaroop, Adesh Kumar S/o. Ami Chand and Dharampal Singh S/o. Nathu Ram in permanent vacancies in open line is fair and justified ? If not to what relief the concerned workmen are entitled and from what date ?".

2. निर्वेश न्यायाधिकरण में प्राप्त होने पर वर्ज रजिस्टर किया गया व पक्षकारों को सुचना जारी की गयी।

3. प्रार्थिणि श्रमिक पक्ष की ओर से यूनियन प्रतिनिधि श्री ए.डी. गोवर ने उपस्थित होकर प्रकट किया कि वे इस विवाद को नहीं जलाना चाहते हैं और बाप्स लेना चाहते हैं अतः विवाद रहित अधिनियम पारित कर दिया जावे। प्रार्थि पक्ष के इस कथन पर पत्रावली का अवलोकन किया जिसमें प्रार्थि पक्ष की ओर से कोई कलेम स्टेटमेंट भी प्रस्तुत नहीं किया गया है जिससे यही प्रकट होता है कि प्रार्थि पक्ष को इस प्रकरण में कोई रुचि नहीं है अतः प्रार्थि पक्ष प्रतिनिधि के कथन के आधार पर इस प्रकरण में "विवाद रहित अधिनियम" पारित किया जाता है:

इस अधिनियम को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजाया जावे।

आर.के. चाचान, न्यायाधीश

नई दिल्ली, 20 मार्च, 1997

का. आ. 1058.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलापुज्जा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनलक्ष्मी बैंक लि. त्रिचुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[सं. एल-12012/50/94-आईआर (बी. -I)]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Alappuzha as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dhanalakshmi Bank Ltd., Trichur and their workman, which was received by the Central Government on 18-3-1997.

[No. L-12012/50/94-IR(B-I)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

(Dated this the 24th day of February, 1997)

PRESENT :

Shri K. Kanakachandran, Industrial Tribunal.

I. D. No. 14/95

BETWEEN

The Chairman, Dhanalakshmi Bank Ltd.,  
Regional Office, Round West, Trichur.

**AND**

The workman of the above concern Smt.  
Lakshmi, Plot No. 62, New Housing  
Colony, Kudumbi Colony, Elamkulam,  
Cochi-682020.

**REPRESENTATIONS :**

M/s. P. F. Thomas & Sunil Thomas, Advs.,  
Cochin.—For Management.

M/s. H. B. Shenoy Associates Advocates,  
Kochi.—For Workman.

**AWARD**

This dispute was referred by the Government of India, Ministry of Labour by their order dated 20-6-1995. The issue referred for adjudication is :

"Whether the action of the management of M/s. Dhanalakshmi Bank Ltd., in retrenching Smt. Lakshmi, part time sweeper with effect from 23-3-1993 is justified or not ? If not to what relief she is entitled ?"

2. The worker concerned in this dispute was a sweeper engaged by the management bank in its Shanmugham Road branch at Ernakulam. It is the case of the worker that she was continuously under employment from the year 1978 and her services were illegally terminated on 23-3-1993. The working hours in her case in the bank was of 9 hours a week and therefore she was entitled to 1/3 of the scale of wages payable to a subordinate staff with proportionate annual increment. But she was being paid only a sum of Rs. 175 per mensem as wages. Though she had made several requests for getting the wages at the rate to which she was entitled, it was not considered. Saying one reason or other, the management was protracting the matter without paying her wages at the enhanced rate. Therefore she was compelled to file a petition under Section 33-C(2) of the I.D. Act before the Labour Court, Ernakulam claiming of arrears of wages and the claim petition C.P. No. 593 she filed is still pending before the Labour Court. According to the worker, in retaliation of the claim petition filed by her in the Labour Court, the Branch Manager retrenched her from service on 23-3-1993. Thereafter she was not allowed even to enter the branch premises. At the time of terminating her service she was neither given notice nor wages in lieu of notice. Therefore the action on the part of the management in retrenching her from service is against the provisions of existing Laws, Bank Awards and Bipartite settlements. None of the provisions contained in Section 25-F of the I.D. Act was also complied with by the management while retrenching her from service. In fact, during the time when she was working as a sweeper, she was working in a regular vacancy

and the work she was doing was of permanent nature. Therefore the plea of the worker is for a declaration that the action of the management in retrenching her is illegal and unjust. Prayer is also made for a direction to the management to reinstate her in service with full backwages, continuity of service and other attendant benefits.

3. The management in their counter statement has disputed the claims made by her. The claims regarding the appointment of her in the year 1978 and also the termination on 23-3-1993 are disputed by the management. According to them the Bank had never appointed her as an employee and her name was not borne in the muster rolls of the employees of the Bank. The conditions of service and duration of work are projected by her with the intention of bringing her as an employee of the Bank covered by the provisions of Sastri Award and settlements particularly the clause 15 of the Fifth Bipartite settlement. She filed claim petition before the Labour Court by making a contention that she had been working for 15 years in the Bank as a Sweeper and her working time was 9 hours per week. The computation made by her for getting monetary benefits was objected by the management and that claim petition is still pending before the Labour Court. She had filed another application for payment of gratuity before the Assistant Labour Commissioner claiming as a nominee of her late mother Smt. Goolbai who died on 12-12-1989. The claim for gratuity was later withdrawn as it was found untenable. She was not a member of any of the unions of the bank employees and therefore she cannot be treated as a bank employee. The worker was casually employed by the Branch Manager on his personal responsibility to clean the bank premises on every working day before the starting of functioning in the morning. That engagement was purely on casual basis and the Manager did not continue to engage her because she was very irregular in attending work and that was mainly due to her physical disability. The Bank Manager used to pay her Rs. 175 per mensem which was reimbursed later by the Bank Manager. The Bank did not supervise or control her works and in fact there was no special instruction to her to do work in such and such manner. Since there was no employer-employee relationship, she is not entitled for any relief as prayed for by her. The engagement of the worker was purely on the personal responsibility of the Branch Manager. There was no oral retrenchment or denial of employment on 23-3-1993.

4. A reply statement was filed by the worker in which it is stated that the gratuity application filed by her as the nominee of her late mother was withdrawn by her because management disputed the nominee status of her. Merely because she was not a member of any union of bank employees, she is not entitled to get any relief is also disputed by her. As a workman as defined in the Industrial

Dispute Act, she is entitled for all protections as envisaged in Section 25-F, Section 25-G and Section 25-H of the Act.

5. It is not in dispute that the worker concerned was engaged as a Sweeper in the Shanmugham Road branch of the management bank. It is the specific case of the worker that she had been under employment for the period from 1978 to 1993. The contention of her that she was being paid a sum of Rs. 175 per mensum is not in dispute. The stand of the management is that she was employed as a Sweeper purely as a personal engagement made by the Branch Manager and the payment given to her would be later reimbursed by the Bank to the manager.

6. Before the starting of evidence by the parties herein, the worker had filed an application for production of certain documents by the management. To substantiate her case, the documents called for her through the petition were :—

- (1) Form 'C' Register maintained by management under the payment of Bonus Rules in respect of Shanmugham Road branch, Ernakulam for the years 1987-88 to 1994-95.
- (2) Miscellaneous—Sweeping Allowance paid Ledger Account maintained at Ernakulam Shanmugham Road branch, of management bank for the period 1-1-1987 to 31-12-1993 wherein wages paid to the workman is debited.
- (3) Payment vouchers duly signed by the workman in respect of the wages paid to the workman, maintained at Ernakulam Shanmugham Road branch of management bank for the period 1-1-1987 to 31-3-1993.

7. Instead of filing the document required to be produced, the management filed an affidavit stating that the Shanmugham Road Branch is functioning now in a different premises on account of renovation work and installation of modern equipments. Therefore the records sought for could not be located despite the search for the same. The old records of the nature required to be produced were shifted to another place and as and when they could be found out, the same would be produced.

8. From the averments contained in the affidavit it is clear that the documents required by the worker were regularly maintained by the management in the branch in which the worker was working as a Sweeper for some time. The worker while tendering evidence before this Court has deposed that whenever she received wages from the bank, she would give receipt. In the cross-examination she has admitted that she would not be signing any register while receiving wages and only vouchers would be given. For doing sweeping work, she

used to take three hours most of the days. When her mother was working as a sweeper, herself was getting Rs. 75 per mensum. After the death of her mother she was working as a Sweeper in the Shanmugham Road Branch.

9. The Manager who was working in the Shanmugham Road Branch at the time of alleged termination tendered evidence before this Court as MW1. He has stated in the cross-examination that sweeping charges will be debited in the account—miscellaneous expenses. He disputed the contention of the worker that vouchers were obtained from her whenever payments were made to her. He has admitted that Form C Register relating to miscellaneous sweeping charges is maintaining in the Bank from 1987 onwards and only because those documents were not traceable, the same could not be produced. He has further deposed that in the place of the worker, herein, another part time sweeper is now working.

10. In this case, no doubt, the worker concerned was doing sweeping work in the Shanmugham Road Branch of the management Bank after the death of her mother who was also employed as a sweeper earlier. Though disputed by the management, the alleged retrenchment was after the filing of claim petition by her before the Labour Court, Ernakulam for getting arrears of wages at the enhanced rate.

11. Ext. W1 is the representation submitted by her to the Chairman of the Bank making plea for her reinstatement as sweeper. In that Ext. W1 representation which was sent by her on 26-3-1993 and received by the management on 30-3-1993, mention was made about the claim petition filed by her for the arrears of wages at the enhanced rate. This suggestive of the fact that only after the filing of claim petition before the Labour Court, her services were dispensed with. Therefore the provocation for the dispensation of the service might be the claim petition filed before the Labour Court. Now it is brought in evidence that in the place of worker herein another sweeper is employed and the present incumbent is being paid wages as stipulated in the bipartite settlement concerning part time sweepers.

12. The nature of payment made to the worker would have been properly known if all the registers maintaining in that connections were produced by the management as requested by the worker. The management does not dispute the existence of those registers and documents. According to them only because those were not traceable, the same could not be produced. The theory advanced by the Branch Manager that he was paying sweeping charges from his own pocket and then getting the reimbursement would have been acceptable if the document required to be produced by the worker contained particulars

in that manner. The fact that the mother of the worker was employed as a sweeper fairly for a long time and only after her death the worker herein was employed in her place is not in dispute. Since she was getting Rs. 175 per mensum and those payments were duly accounted, then it can only be concluded that she was doing part time work as a sweeper in the Shanmugham Road Branch. Doing of work on part time basis is duly recognised in various settlements signed in the Banking sector and for the part time work specific pay was also fixed. Possible because of that the worker had staked claim for higher rate of wages.

13. No doubt, the worker herein had rendered more than 240 days of service immediately before the date of her termination though on part time basis. So long as there is no differentiation between the employees employed on regular basis and part time basis for getting protection as envisaged in Sec. 25-F of the I.D. Act, the worker herein is entitled for protection as contemplated therein. It is not in dispute that before the termination of her service, none of the conditions contemplated in Sec. 25-F were complied with.

14. The learned counsel for the management has submitted that the worker herein was only a sweeper who had nothing to do with the work in the Branch. According to him, payment for sweeping work was given by the Branch Manager from his pocket and Bank was only giving reimbursement to him. Because of that there was no employer-employee relationship between the management Bank and the worker herein. Because of that arrangement, the engagement of sweeper could only be treated as personal arrangement on the part of the Branch Manager. Because of that no liability could be fixed on the management Bank. In support of his contention the learned counsel for the management had relied on the decision of the Supreme Court in *Punjab National Bank v. Ghulam Desthaka* (1978 AIR 481). That was a case relating to a Driver engaged by the Manager of a Branch of the Bank for driving his official car. The Manager was paying from his pocket initially and he was getting the reimbursement later from the Bank. The Supreme Court while discussing the details of relationship had observed :

Para 3. There is nothing on record to make out nexus between Bank and the Driver. There is nothing to record to show that the control and supervision of the Driver vested in the Bank. After all evidence is to the contrary. In the absence of materials to make out that driver was employed by the Bank, was under its direction and control was paid by him and was paid salary by the

Bank and was otherwise included in the Army of employees in the establishment of the Bank, we cannot assume the crucial point which remain to be proved."

15. The facts narrated in that case are entirely different from this case on hand. Here the sweeper is engaged to clean the Bank and its premises. She was not rendering any personal service to the Branch Manager. Even before the arrival of the Manager to the Bank, the Sweeper would come and complete all the cleaning works. The work done by her was only for the benefit of the Bank. Therefore the payment to her should have been from the Bank account and not from the Manager's personal expenditure. If the management in the matter of payment of wages to the worker would have been ascertainable if all the documents required by the worker were brought for verification at the time of evidence. The worker's specific case is that all the payment given to her were as wages and such payments to her were not at all treated as the Branch Manager's personal expenditure. If the management has got different case from what has been stated by the worker herein, they could have produced the records to dispute the claim. In the absence of any other materials, only conclusion possible is that the worker was rendering service for more than one year immediately preceding the date of alleged termination of her service and she was not given notice or compensation as contemplated in Sec. 25-F of the I.D. Act. Since she is a worker entitled for protection as envisaged in Sec. 25-F of the Act, any form of termination of service not after fulfilling the conditions stipulated therein would be null and void. Therefore till she is validly retrenched, she would deem to have been continuing in service. As a consequence of that she is entitled for full back wages till she is validly retrenched.

16. The need for having a sweeper on part time basis is well admitted by MW1 while tendering evidence before this Tribunal. He has stated that now a regular part time employee is employed as a sweeper and she is being given wage benefits in accordance with the bipartite settlement. On creation of a regular part time post, normally, the preference should have been extended to the worker herein because she is satisfying all the conditions for getting re-employment as stipulated in Sec. 25-H of the I.D. Act.

Award is passed accordingly.

K. KANAKACHANDRAN, Industrial Tribunal

## APPENDIX

Witness examined on the side of the Management.  
MW1. Jayakumar.

Witness examined on the side of the workman.  
WW1. Lekshmi.

Exhibits marked on the side of the Management.  
Nil.

Exhibits marked on the side of the Workman.

Ext. W-1 Postal acknowledgement receipt  
No. 2346 dated 29-3-93 and representation  
of the workman.

नई दिल्ली, 21 मार्च, 1997

का. आ. 1059.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ग्रिन्डलेज बैंक, पी आई सी के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकरण, नं. 1 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-97 को प्राप्त हुआ था।

[संख्या एल.-12012/24/93-आई.आर.बी-I]  
पी.जे. माइकल, डैस्क अधिकारी

New Delhi, the 21st March, 1997

S.O. 1059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. I, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Grindlays Bank P.I.C. and their workmen which was received by the Central Government on 20-3-97.

[No. L-12012/24/93-I.R. B-I]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer  
Reference No. CGIT-1/15 of 1993

PARTIES :

Employers in relation to the management of Grindlays Bank P.I.C.

AND

Their workmen

APPEARANCES :

For the Management.—No appearance.

For the Workmen.—Shri P. N. Subramanyan.

Mumbai, dated the 6th day of March, 1997

## AWARD

Shri P. N. Subramanyan for union. He has filed an application to-day to the effect that "since the employer Bank has retracted shift system of working. For this reason the union does not wish to proceed with the reference and

pray that order may be passed in the said context the union is not pressing for adjudication, without prejudice to its rights to pursue the matter in the event of the employer bank resorting to shift system of working in any of the branches/establishments of the Bank in Mumbai.

In view of this application, the union's claim is dismissed as not pressed; however, as and when the Bank resorts to shift system of working in any of the branches/establishments of the Bank in Mumbai, the union shall be free to raise such dispute and get it adjudicated. Claim dismissed as not pressed.

R. S. VERMA, Presiding Officer

नई दिल्ली, 19 मार्च, 1997

का. आ. 1060.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, 'अनुबन्ध में निर्दिष्ट श्रौद्धोगिक विवाद में, केन्द्रीय सरकार श्रौद्धोगिक अधिकरण, (सं -1), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-97 को प्राप्त हुआ था।

[संख्या एल.-20012/287/93-आईआर(सी-I)]  
ब्रज मोहन, डैस्क अधिकारी

New Delhi, the 19th March, 1997

S.O. 1060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 19-3-97.

[No. L-20012/287/93-I.R(C-I)]  
BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10 (1)(d)(2-A) of the Industrial Disputes Act, 1947.

Reference No. 189 of 1994

PARTIES :

Employers in relation to the management of Gadhur Colliery of M/s B.C.C. Ltd.

AND

Their Workmen

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer

**APPEARANCES :**

For the Employers—Shri B. Joshi, Advocate,  
and Shri S. N. Sinha, Advocate.

For the Workmen—None.

**STATE : Bihar**                   **INDUSTRY : Coal**

Dated, the 11th March, 1997

**AWARD**

By Order No. L-20012(287)93-I.R.(Coal-I), dated 28-7-94 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Godhur Colliery of BCCL in terminating the services of Smt. Sumitri Kamin, Wagon Loader, w.e.f. 11-3-77 is justified? If not, to what relief the workman is entitled?"

2. The order of reference was received in this Tribunal on 9-8-94 and thereafter notices were issued to the parties to file written statement by the workman. Despite several adjournments were given to the workman, but no written statement has been filed on behalf of the workman. It, therefore, appears that neither the sponsoring union nor the concerned workman is interested to prosecute the reference case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

**TARKESHWAR PRASAD, Presiding Officer**

नई दिल्ली, 21 मार्च, 1997

का.आ.ट. 1061.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रौद्धोगिक विवाद में श्रौद्धोगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय भरकार को 20-03-97 को प्राप्त हुआ था।

[मंद्रा.एन.-12012/468/88-डी.II(ए)/श्राइ.आर(बी-2)]  
ब्रज मोहन, डैस्क अधिकारी

New Delhi, the 21st March, 1997

S.O. 1061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 20-3-97.

[No. L-12012/468/88-D-II(A)/IR(B-II)]  
BRAJ MOHAN, Desk Officer

**ANNEXURE**

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU  
MADRAS

Wednesday, the 4th day of December, 1996

**PRESENT :**

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal  
Industrial Dispute No. 31 of 1990

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Bank of Baroda, Madras).

**BETWEEN :**

The Workman represented by :

The General Secretary,  
Bank of Baroda Employees Union,  
31, Moore Street,  
Madras-600 001.

**AND**

The Regional Manager,  
Bank of Baroda,  
1, Club House Road,  
Mount Road, Madras-600 002.

**REFERENCE :**

Order No. L-12012/468/88.D.IIA, dated 11-4-90, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 4th day of December, 1996, upon perusing the claim, counter statement and all other material papers on record and upon hearing the arguments of Tyl. K. Chandru and D. Bharathy, Advocates appearing for the Petitioner and of Thiru B. Narasimhan, Advocate appearing for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

**AWARD**

Government of India, vide their Order No. L-12012/468/88-D.IIA Ministry of Labour, dated 11-4-90, have referred this dispute to this Tribunal for adjudication of the following issue :

"Whether the action of the management of Bank of Baroda in imposing the punishment of stoppage of two increments on Sh. S. Sridhar is justified? If not, to what relief the workman entitled?"

2. After service of notices, both petitioner and respondent appeared before this Tribunal and filed their claim and counter statement respectively.

3. The main averments found in the claim statement are as follows :

The workman Sh. Sridhar is a Typist-cum-Clerk employed in the Bank of Baroda w.e.f. 1-7-82. He was working in Pondicherry branch of the respondent bank and after his confirmation he submitted a medical bill for Rs. 450 on 5-5-83 together with doctor certificate for the treatment of his adoptive mother who is none other than his sister. As per the Bipartite Settlement the employee of the bank is eligible of medical reimbursement to the extent of Rs. 225 per annum. Being the workman of respondent bank the petitioner was also eligible for the medical reimbursement. The respondent management issued a charge sheet dated 20-11-86 against the petitioner for certain misconducts alleged to have been committed by him as per para 19.5 the Bipartite Settlement. Enquiry was held against him and he participated in the enquiry cross-examined the witnesses of the management and he also examined witnesses on his side. On the findings given by the Enquiry Officer the management imposed a punishment of stoppage of 2 incre-

ments with cumulative effect. The petitioner preferred an appeal and the same was dismissed confirming the order of disciplinary authority. The enquiry conducted against the workman was opposed to the principles of natural justice. If the workman was not eligible for the medical reimbursement they could have very well rejected the claim and recovered the amount. The issue was raised in the year 1984 and when the petitioner gave an explanation no action was taken against him immediately. However, the management reopened the case after 3 years. No reason for the laches on the part of the management has been offered by them. The Enquiry Officer did not consider the evidence adduced on the side of the workman in proper perspective. The punishment is shockingly disproportionate to the charge levelled against him. Award may be passed for setting aside the punishment and for release of the two increments illegally withheld by the respondent.

4. The main averments found in the counter are as follows :—

The petitioner was appointed as a Typist-cum-Clerk in Pondicherry branch of respondent bank on 1-7-82. At the time of his appointment he had given his bio-data wherein he had stated his father's name as Srinivasulu Naidu, Retired TTE from Railways. In his application for transfer to Cuddalore he had stated that his father was working in Police Department. The petitioner had submitted a medical bill for the treatment of his mother Mrs. Jayalakshmi and in his letter dated 15-3-84, he had stated that he was living with one Mr. Sundarrajulu. The petitioner was making contradictory statement to suit his convenience. The workman has examined Mr. Sundarrajulu who adopted him as his son. There was no documentary evidence to prove that there was valid, legal adoption. In his SSLC book and also in the biodata he had stated his father's name as Srinivasulu Naidu. In the provident fund nomination form, he had stated Sundarrajulu is his uncle. He had given different names in different places to suit this convenience. The domestic enquiry was conducted by following the principles of natural justice. The findings of the Enquiry Officer is based on legal evidence. The action taken by the respondent against the petitioner was within the ambit of rules and regulations followed in the day to day banking procedure. The punishment of stoppage of two increments is quite proportionate to the charge levelled against the petitioner. There is no merit in the claim statement. Award may be passed dismissing the industrial dispute.

5. No witness was examined on both sides. Exs. W-1 to W-3 have been marked on the side of the petitioner. Exs. M-1 to M-29 have been marked on the side of the management.

6. The point for our consideration is :

Whether the action of the management of Bank of Baroda in imposing the punishment of stoppage of two increments on Sh. S. Sridhar is justified? If not, to what relief is the workman entitled?

7. The Point.—The petitioner S. Sridhar joined the respondent-bank in Pondicherry branch on 1-7-82. As an employee of the bank he was eligible to the medical reimbursement. He had filed a claim for Rs. 450 towards Medical reimbursement for his and treatment of his mother Smt. Jayalakshmi. It is the case of the petitioner that Smt. Jayalakshmi is his elder sister and they are children of one Srinivasulu Naidu a retired TTE railways. He was adopted by his sister Jayalakshmi and her husband Sundarrajulu Naidu who was working in Police Department since they had no issues. From his childhood stage, he was living with Sundarrajulu Naidu and Smt. Jayalakshmi and they have treated him as their son. During his school days, the internal assessment certificate issued by the High School marked as Ex. M-2 shows his father's name as N. Sundarrajulu Naidu. Ex. M-3, the certificate issued in favour of the petitioner by St. John's Ambulance Association also shows his father's name as Sundarrajulu v. National Cadet Corps Senior Division Certificate 872 GI/97—6

certificate 'C' issued in the name of the petitioner shows his father's name as V. Sundarrajulu. From these certificates, it is clear that during his school days his father's name was shown as Sundarrajulu. In Ex. M-21, Life Insurance Corporation Policy he has shown Smt. Jayalakshmi as his nominee. It seems he got married on 22-8-85 and his marriage invitation marked as Ex. M-22 shows his parents name as Sundarrajulu and Jayalakshmi Sundarrajulu. In the bio-data form submitted by him to the Bank of Baroda marked as Ex. M-14, he has stated his father's name as Srinivasulu Naidu. There is no doubt is son of Srinivasulu Naidu. However, later he was adopted by Sundarrajulu Naidu and his wife Smt. Jayalakshmi Sundarrajulu. It seems he has shown his father's name in Ex. M-14 and not the name of the person who has adopted him. The Enquiry proceedings is marked as Ex. M-28. In the enquiry, he has examined his father and Sundarrajulu who adopted him as his son and also Mrs. Jayalakshmi and his mother-in-law Mrs. Sanjeevi Naidu to show that he was adopted by Sundarrajulu Naidu and his wife Mrs. Jayalakshmi. Whether the adoption was legally valid or not is not a question to be decided by the Enquiry Officer. However, the Enquiry Officer had gone into the question and disputed the adoption. Such a finding given by the Enquiry Officer cannot be accepted. The documents as well as the oral evidence available on record would go to show that he was adopted by Sundarrajulu and his wife. Therefore, his claim for medical reimbursement of Mrs. Jayalakshmi Sundarrajulu cannot be treated as a false claim. The findings of the Enquiry Officer that Mrs. Jayalakshmi is not mother of the petitioner is also not based on sufficient reasons. It is seen from the marriage invitation that Sundarrajulu Naidu retired from service. Without knowing the actual date of retirement, we cannot presume that even on the date of claim that Mrs. Jayalakshmi was not a defendant of the petitioner. The possibility that Mrs. Jayalakshmi could have been defendant on the petitioner even on the date of making the claim cannot be over ruled without knowing the actual date of retirement of Sundarrajulu Naidu. When two views can be taken in any matter, the view in favour of the workman should be taken into account. In this circumstances, we cannot come to definite conclusion that the petitioner has made a false claim of Medical Reimbursement bill of Mrs. Jayalakshmi as if she was his defendant on the date of treatment and thereafter. Therefore, to fasten the liability of the workman, there must be some reasonable and acceptable evidence on record. There is no acceptable evidence on record to say that the petitioner has made a totally false claim. In these circumstances, it cannot be said that the charges have been proved against the petitioner.

8. From the foregoing reasons, it is clear that the charge framed against the petitioner that he had made false claim has not been proved. Therefore, he is not liable for the charge framed against him under Clause 19.5(j) of the Bi-partite Settlement.

In the result, award is passed holding that the action of the management of Bank of Baroda in imposing the punishment of stoppage of two increments on Shri S. Sridhar is not justified. No costs.

Dated, this the 9th day of December, 1996.

S. THANGARAI, Industrial Tribunal  
WITNESSES EXAMINED

For both sides : None.

#### DOCUMENTS MARKED

For Workmen/Union :

Ex. W-1 /2-11-87—Order of the respondent-management regarding the Enquiry report (xerox copy).

W-2 /13-11-87—Letter from Thiru S. Sridhar to the Respondent-management (xerox copy).

W-3 /14-1-88—Appeal filed by Thiru S. Sridhar before the Appellate Authority.

For Respondent/management :

Ex. M-1 /19-8-75—Copy of SSLC Certificate of Thiru S. Sridhar (xerox copy).

M-2/19-4-76—Internal Assessment Certificate of Thiru S. Sridhar (xerox copy).

M-3/10-3-78—St. John's Ambulance Association Certificate issued to Thiru S. Sridhar (xerox copy).

M-4/March 80—N. C. C. Certificate 'C' issued to Th. S. Sridhar (xerox copy).

M-5/7-7-80—Transfer certificate of Th. S. Sridhar (xerox copy).

M-6/11-2-78—B.Sc. statement of marks of Th. S. Sridhar (xerox copy).

M-7/29-7-78—1do1

M-8/12-2-79—1do-

M-9/ 8-79--do-

M-10/1-3-80—do-

M-11/28-7-80—do-

M-12/25-3-81—do-

M-13/15-8-81—do-

M-14/14-8-82—Application of Th. S. Sridhar (xerox copy).

M-15/5-1-83—Medical certificate issued to Th. S. Sridhar (xerox copy).

M-16/10-1-83—Provident Fund Form 'A' of Petitioner-workman (xerox copy).

M-17/11-1-83—Provident Fund Form 'B' of Petitioner-workman (xerox copy).

M-18/6-10-83—Application for transfer of petitioner-workman (xerox copy).

M-19/29-10-83—Family card of the petitioner-workman (xerox copy).

M-20/27-2-84—Bank's letter calling for explanation (xerox copy).

M-21/10-10-84—I.I.C. certificate (xerox copy).

M-22/22-8-85—Marriage invitation of petitioner-workman (xerox copy).

M-23/22-2-86—Explanation given by petitioner-workman to respondent-bank's letter dated 31-1-86 (xerox copy).

M-24/20-11-86—Charge sheet issued to Petitioner-workman (xerox copy).

M-25/5-2-87—Enquiry Proceedings (xerox copy).

M-26/2-12-87—Final Order (xerox copy).

M-27/9-2-88—Order of the Appellate Authority (xerox copy).

M-28/24-2-87—Minutes of enquiry against Th. S. Sridhar

M-29/ —Enquiry Officer's report (xerox copy).

नई दिल्ली, 20 मार्च, 1997

का. ग्रा. 1062.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स ई सी एन के प्रबन्धतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक अधिकारण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[प्र. एन-19012/4/85-डी IV(बी)]  
बी. एम. डेविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 18-3-97.

[No. L-19012/4/85-D-IV(B)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 23 of 1985

#### PARTIES :

Employers in relation to the management of Ratibati Colliery of M/s. ECL.

AND

Their Workmen

#### PRESENT :

Mr Justice K. C. Jagadeb Roy, Presiding Officer

#### APPEARANCES :

On behalf of Management.—Mr. P. Banerjee, Advocate.

On behalf of workmen.—Mr. Amalendu Mitra, Counsel with Mr. S. K. Bose, Advocate and Mr. S. Mukherjee, Advocate.

STATE : West Bengal

INDUSTRY : Coal.

#### AWARD

By Order No. L-19012(4)/85-DJV(B) dated 24-6-1985 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Ratibati Colliery under Suteram Area, ECL, P.O. Kalipahari, Distt. Burdwan in not regularising 29 workmen as mentioned in annexure 'K' below from the date they are working in time rated job with full protection of wages and transferring them from Ratibati Colliery to other Collieries/areas during pendency of conciliation proceedings is justified ? If not to what relief the workmen concerned are entitled and from what date ?"

#### ANNEXURE 'K'

Sl. No.	Name of Workman	Designation	Working Since
1.	Shri Sotai Chamar	Machine Miner	March' 80
2.	" Lalu Chamar	Ug. Trainer	April' 79
3.	Sripat Chamar	Machine Miner	August' 79
4.	" Surat Chamar	-do-	Jan.' 80
5.	" Shri Baldeo Tanti	Machine Miner	May' 79
6.	" Mishiri Bhuiya	W. Loader	April' 80
7.	" Maksudan Bhuiya	-do-	May' 79
8.	" Dhoba Bhuiya	-do-	June' 79
9.	" Chandrika Bhuiya	-do-	July' 79
10.	" Sukur Bhuiya	-do-	June' 79
11.	" Jagadish Bhuiya	-do-	June' 79
12.	" Md. Quassam	M/Miner	July' 79
13.	" Ragati Chamar	-do-	July' 79
14.	" Ramphal Chamar	-do-	May' 79
15.	" Durja Swin	Tyndar	June' 79

1	3	4
16. Shri Bechan Gope	Tyndal	June'79
17. " Sirgo Chamar	-do-	July'79
18. " Shyamadeo Jeswara	-do-	July'79
19. " Sundar Jeswara	-do-	June, 79
20. " Bahore Gope	Pump Khalasi	June, 79
21. " B'rindeswari Mahato	-do-	June, 79
22. " Ramdugar Roy	-do-	June, 79
23. " Chandrika Bhuiya	Tyndal	June, 79
24. " Sunderlal Satnami	-do-	June, 79
25. " Balchand Gope	-do-	June, 79
26. " Jagannath Nunia	-do-	June, 79
27. " Sova Chamar	-do-	June, 79
28. " Ramnarayan Chamar	-do-	June, 79
29. " Ramanarayan Belder	-do-	June, 79

2. The workmen and the management have filed their written statements in the case, followed by a rejoinder of the workmen. At the conclusion of the hearing and before the case was reserved for Award, the management and the union of workmen have filed their written notes of argument after serving copies on each other.

3. It is admitted by the workmen in the written notes of argument filed before the Tribunal on 22 November, 1995 stating therein that except the workmen mentioned in the annexure to the schedule of reference bearing Sl. Nos. 1 to 14 (both inclusive) the union has no further grievance regarding the other 15 workmen Sl. Nos. 15 to 29. The reference was made in respect of 29 workmen. The Union also mentioned in paragraph 3 of the written notes submitted under the signature of their learned counsel Shri Sandip Basu that the question of transfer of the workmen, the legality of which is a part of schedule of reference was also not being insisted upon by the workmen. The admitted position as it presently stands and made out in the written statement of both the parties that all these 29 workmen have been now regularised as time rated workmen, after having been transferred to the other units of the collieries under the common management, though prior to the transfer they had been working at Ratibati Colliery as piece-rated workmen. The sole point which both the parties want the Tribunal to answer is whether these 14 workmen Sl. Nos. 1 to 14 on their regularisation against time-rated work, will be so regularised with pay protection retrospectively from the dates of their transfer. The transfer orders were issued on 28-9-1984 as stated in paragraph 6 of the written statement of the workmen.

4. Before answering the question, certain facts have to be stated which are essential for understanding the respective cases of the parties. The 29 workmen who are originally referred to in the schedule of reference and mentioned in the annexure thereto were piece rated workers and were previously employed in Ratibati Colliery of Eastern Coalfields Limited. All the units of the collieries of the Eastern Coalfields Ltd. were previously in the private sector and were nationalised under the Coal Mines (Nationalisation) Act, 1973 with effect from 1-5-1973. After the nationalisation, Eastern Coalfields Limited re-grouped the amalgamated small units of collieries into larger units for administrative convenience and economic viability. Ratibati and the other collieries to which the workmen were transferred belonged to the district of Burdwan in West Bengal.

The reference order had three parts namely, (i) if the management was justified in transferring these 29 workmen from Ratibati to other collieries during the pendency of a conciliation proceeding; (ii) whether these 29 workmen concerned were entitled to be regularised against time-rated jobs with full protection of wages; and (iii) whether the full protection of wages be effective retrospectively from the date of transfer from Ratibati to other collieries.

5. I have indicated that the workmen have already given up all their claims except, claiming the pay protection retrospectively from the date when they were transferred from Ratibati to other collieries. Though the workmen have given up their claims in the written notes of argument, they have not filed a joint memo signed by both the parties stating the same. I, therefore, like to make my findings in this regard. After the amalgamation of all the collieries after the nationalisation, several small units were grouped under Eastern Coalfields Ltd. Transfer is a condition of service

unless there is any rule prohibiting the transfer. The claim of the workmen that the transfer would be violative of Section 33(3)(a) of the Industrial Disputes Act, 1947 is not tenable. It is true that Section 33 of the Act prohibits the change of condition of service of a workman pending any such proceeding which includes a proceeding before a conciliation officer. In the present case, there is no change in condition of service. Therefore, the transfer was justified. It is to be further stated in this connection that in the event an amalgamation takes place of different small units of collieries by operation of law that would amount to transfer of all the units to another authority under this process of transfer. In such an event of Section 25FF of the Industrial Disputes Act will be operative. If any of the workmen who is in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with Section 25F as if he has been retrenched. But such provision shall not apply if the three conditions mentioned in Clauses (a), (b) and (c) to the Section 25FF were satisfied. In the present case, admittedly, the services of all the workmen on such transfer have not been interrupted by such transfer. The workmen also have not challenged the refusal of the new employer to treat the past period of their service in Ratibati Colliery to be considered benefit in the event of their subsequent retrenchment while working in the transferred colliery. The only question thereafter arises if the terms and condition of such transfer would not be less favourable to the workmen than that was applicable to them before the transfer.

6. On the side of the workmen no evidence has been led to show what are the conditions of service that applied to them on transfer which was less favourable to them compared to the conditions available to them prior to transfer, excepting that they have claimed the protection of pay.

7. The workmen in the colliery come into three categories, daily-rated workers, monthly rated workers and piece-rated workers. The monthly rated workers and daily rated workers have their regular incremental pay-scale whereas the piece rated workers are paid according to the volume of work they have done. Usually they have been grouped in different groups for the jobs to be performed by them while their work loads are laid down. Reference to this also contained in NCWA-II which remained in force from 1-1-1979 till 31-12-1982 and wage rates and work-loads of different piece-rated workers have also been discussed in the Mazumder Award. A piece-rated worker is paid prescribed group wage, if he achieves the prescribed work-load on a particular day and if he fails to achieve the prescribed work, he is paid only proportionate wage. It is the case of the management in the written statement that since these workmen were found to be surplus and in the ordinary course of event they should have been retrenched. On the persistent request of the union, they deployed them to other units and regularised them in the time-rated scale as requested by the union. The management therefore contends that in the event of their retrenchment, they could have gone with the retrenchment benefits, only but having accepted to be absorbed in the time-rated scales, they cannot claim the pay protection as mentioned in Ext. W-10. According to the management, the management does not always have extra work-load and they give extra work-load as and when it is required, therefore, a workman on the piece-rate basis, if at times, earns more, it cannot be treated to be his regular wage to be protected in the new post where he has joined.

8. The workmen have relied on several exhibits. Ext. W-1 is a letter from the Organising Secretary of the union to the Agent of the Ratibati Colliery wherein the union was making a grievance that the list of persons mentioned in Annexure-A and Annexure-B annexed to that letter being Wagon Loaders and M. Miners while working in time-rated jobs were being paid group wages. Accordingly the union claimed that the workmen mentioned in Annexure-C should not be paid Rs. 19.62 being basic wage and should be paid more. The workmen however have not referred to these exhibits at the time of argument. Since persons mentioned in Annexure-C are different persons and not the persons mentioned in the schedule of reference, the purpose of referring to these documents was only to show that the management was giving differential treatment against certain workers similarly placed in the time-rated scale but

not being given the benefit of other members of their grade. The other exhibits Ext. W-2 to W-9 only show that there was discussion between the management and the workmen for regularisation of these people and nothing more. Ext. W-10 mentioned these 14 persons whose cases are now being canvassed for the purpose of giving them benefit of protection of their wages.

9. In the written note submitted by the management, the management have admitted in paragraph 10 that the concerned workers have already been regularised in daily-rated posts permanently and vacated the piece-rated posts from the date of their transfers from Ratibati Colliery and joined the new collieries.

10. In the Ext. W-10 all these 14 persons have mentioned in the last but one column what was their basic wage prior to transfer, which they have mentioned by taking average of three months wage prior to the transfer. In the last column they have mentioned the fixation of wage after transfer.

11. At this stage a reference may be made to a letter of the Deputy Chief Personnel Officer to all the Area General Managers, which has been marked Ext. W-12 is dated 20 March 1980 in which the management agreed that in the interest of work or in the exigency of situation, if the management transferred piece-rated workers on time rated jobs permanently against regular vacancies and they were retained, they must be given full protection of their earnings. In view of this commitment which is not challenged and because of the fact that the management has not led any evidence to counter any particulars mentioned in Ext. W-10 on the transfer of 14 persons concerned as detailed in Ext. W-10, their basic wages as indicated in the last but one column of the said exhibit are to be protected. The management has also not shown any ground why the workmen should be deprived of their earnings when the management indeed wanted them to go to piece-rated works in the interest of work or in the exigency of situation as borne out in Ext. W-12 which also goes contrary to the contention of the management that it is only at the request of the workmen and their insistence, the management was absorbing them in the time-rated scale instead of getting rid of them by payment of retrenchment compensation.

12. A point has been raised, if this wage protection is made on their transfer to the new collieries under the Eastern Coalfields Ltd. that would exceed the maximum that is permissible as wage in the said post. Though this fact has not been stated by the management in the written notes of argument, this fact has not been proved by any evidence from the side of the management as the management has not examined any witness from their side whatsoever. The workmen's claim is that in the event such a situation occurs, it is open to the management to pay to each of the workmen the maximum that is available in the time-rated post in the scale available and to pay the balance of differential amount which they are otherwise entitled to because of their higher earnings at Ratibati Colliery before their transfer when they were working as piece-rated workers as personal pay. This prayer of the workmen appears to be reasonable.

13. I accordingly answer this reference by holding that these 14 persons mentioned in Ext. W-10 who are also the persons mentioned in Sl. No. 1 to 14 in the annexure to the schedule of reference, are entitled to their wage protection from the date they were transferred to different units of collieries under the Eastern Coalfields Ltd. from Ratibati Colliery and their wage protection shall be on the basis of the basic wage as mentioned in the last but one column of Ext. W-10 and in the event it exceeds the maximum payable to a time-rated workman in the post each of the incumbent holds, the differential amount shall be paid to him as a personal pay.

The reference is answered accordingly.

Dated, Calcutta.

The 26th February, 1997.

K. C. JAGADEB ROY, Presiding Officer.

नई दिल्ली, 20 मार्च, 1997

का.आ. 1063.—ग्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नाथ ईस्ट कोलफील्ड्स लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट ग्रौद्योगिक विवाद में केन्द्रीय सरकार ग्रौद्योगिक अधिकारण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[स. एन. -19012/11/-86-डी IV-(बी.)]  
बी.पम. डेविल, डैस्क अधिकारी

New Delhi, 20th March, 1997

S.O. 1063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of N.E.C. Ltd. and their workman, which was received by the Central Government on the 18-3-97.

[No. L-19012/11/86-D.IV (B)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 64 of 1986

#### PARTIES :

Employers in relation to the management of  
Coal India Limited, North Eastern Coal-  
fields, Margherita

AND

Their Workmen

#### PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding  
Officer

#### APPEARANCE :

On behalf of Management—Mr. R. N. Mazu-  
nder, Advocate with Mr. D. Mukherjee,  
Advocate.

On behalf of Workmen—Mr. J. C. Consul,  
Advocate.

STATE : West Bengal INDUSTRY : Coal

#### AWARD

By Order No. L-19012(11)/86-D.IV(B), dated 3rd October, 1986, the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred

the following dispute to this Tribunal for adjudication :

"Whether the action of the Management in dismissing Shri Ram Chandra Yadav, Coal-Cutter, Baragolai Colliery w.e.f. 13-8-85 by the Management Coal India Limited, North Eastern Coalfields, Margherita is justified ? If not, to what relief the workman is entitled ?"

2. Both the workman the management filed their written statements.

3. The facts leading to the chargesheeting of the concerned workman Shri Ram Chandra Yadav are as follows. On 27 August, 1984 at about 6.30 A.M. this workman alongwith some others including one Shri Mukundi Bin Regd. No. 4774 illegally assembled at the entrance of the mine of Baragolai Colliery made abusive statement against the officers shouting Bhat Saheb Murdabad, Shale Saheblog Murdabad and behaved themselves in indecent and disorderly manner. After with this workmen with others entered to the office premises and forcibly tied black badges on the employees working in the office. This workman concerned was issued with a charge sheet dated 27 August, 1984 marked Ext. M-1 in the case under the signature of the Manager of Baragolai Colliery since this behaviour of the workman was considered to be misconduct within the meaning of clause 10(c)(5) of the Standing Orders, Marked Ext. M-52, applicable to the workman. The said charge sheet given the materials on which the charge was framed.

According to Clause 10(c)(5) of the Standing Orders, drunkenness, fighting, riotous, disorderly or indecent behaviour amounted to misconduct and the workman was asked to give reply to the said charge. The management has filed in support of the incident the letter dated 27-8-1984 the report of the Manager marked Ext. M-26. The notice asking the workman to show cause as to why disciplinary action should not be taken against him for the above conduct. This notice was however not accepted by the workman who refused to accept. The management tried to issue the notice to him by a Peon with the peon book but the workman was also found absent in his quarter, upon which it was fixed on the door of the house of the workman where he ordinarily resides. The workman however did not file any reply to that nor report to duty and went on leave without any leave application. The registered letter bearing the endorsement of the postal peon showing the refusal is also filed in this case. The management issued a letter to the workman on 3rd September, 1984 marked Ext. M-2 which was posted under certificate of posting, the certificate being marked Ext. M-3. Another letter was issued again on 10 September, 1984 by the Superintendent of Mine to the workman marked Ext. M-4 in which the

workman was informed by the letter dated 3-9-84 that he had refused to accept the letter dated 27-8-1984 and was remaining absent from work and was required to report to him which was not obeyed by the workman. By the letter dated 10-9-1984 referred to above (Ext. M-4) the Superintendent of Mine had informed the workman that since he was persistent in refusing to accept the charge sheet issued to him dated 27-8-1984, he was given a further chance to join his duty and report to the undersigned within 3 days from the receipt of the letter but inspite of all these, the workman failed to report to work in obedience to the order. Subsequently on 2nd December, 1984 at about 4.45 P.M. this workman concerned alongwith the aforesaid Mukundi Bin and others unlawfully stopped the vehicle of Shri R. D. Dewan the then Manager (Operation) at Baragolai and threatened him, abused him, showed riotous, disorderly behaviour and indecent manner towards him on the same day again at 5 P.M. This workman concerned alongwith the aforesaid Mukundi Bin and others unlawfully trespassed to the bungalow occupied by Shri S. N. Bhat the Deputy General Manager and Shri B. Prasad, Superintendent of mine at Baragolai and damaged the Company's property by breaking the door, window glass of the bungalow and damaged the Company's jeep No. AMK-2905 while behaving in riotous and indecent manner.

This subsequent action of 2nd December, 1984 again promoted the management to issue a charge sheet dated 8th December, 1984 against the workman in the following terms :

- (1) "Wilful insubordination or disobedience, whether alone or in combination with another or others of any lawful or reasonable order of a superior"—under Clause 10(c)(1) of the Standing Orders.
- (2) "Habitual late attendance and habitual absent without leave or without sufficient cause for more than 10 days"—under Clause 10(c)(4) of the Standing Orders.
- (3) "Drunkenness, fighting, riotous disorderly or indecent behaviour"—under Clause 10(c)(5) of the Standing Orders.

The said charge sheet is marked M-11 which gives the basis on which the charge was framed. In the said charge sheet the workman concerned was asked to submit his written explanation within 3 days of the receipt of the notice of allegation in the charge sheet, showing cause as to why disciplinary action should not be taken against him. The workman concerned however refused to accept this charge sheet also and did not give any reply to the charge sheet. Since the workman failed to give any reply to the charge sheet and avoided receiving

of the chargesheet, the management decided to initiate a departmental proceeding against the workman and one Shri N. C. Sur, a Mining Engineer was appointed as the Enquiry Officer in respect of the chargesheet dated 27 August, 1984.

Management issued a notice by letter dated 17-10-1984 marked Ext. M-5 informing the workman to present himself at 3 P.M. at I.W. Office on 31-10-1984 to participate in the enquiry and it was stated that he should be given full opportunity for his defence and examine his witnesses and cross-examine the witnesses to be produced by the management to sustain the charges and if he did not present himself, the notice stated that the enquiry should proceed ex parte. This letter was signed by the Superintendent of Mines, Baragolai Colliery. The workman however did not turnup on that date namely 31-10-1984. The management thereafter gave a further notice on 1st November, 1984 marked Ext. M-6 intimating the workman another opportunity to participate in the enquiry fixing the date 20-11-1984 at the office of the Manager, Baragolai Colliery. It was also indicated that if he failed to present himself in the enquiry, the enquiry shall proceed against him ex parte. The workman again refused to accept the notice dated 1-11-1984. The management thereafter finding no other way, published a notice in the local daily newspaper "Dainik Janmabhumi" dated 10th November, 1984 marked Ext. M-7. The workman had been informed about the enquiry and on seeing the notice inserted in the newspaper wrote a letter on the 12th November, 1984 marked Ext. M-10 informing the management that he would not attend the enquiry which was fixed to 20-11-1984 at 3 P.M. He however requested in his letter that since he was ill, a further date may be given. But when the Enquiry Officer set there to hold the enquiry on 20-11-84, the workman concerned alongwith others came to the place of the enquiry and while gheraoed the place of the domestic enquiry, shouted various slogans against Shri Sur and the management and threatened Shri Sur with dire consequence. The management in support of their contention wanted to reply on Ext. M-9 dated 20-11-1984. But I do not give any evidentiary value to the document as there was a correction made in the document on the material point and no explanation is given for that. It is a F.I.R. made before the Officer-in-charge, Margarita Police Station which originally showed that during the enquiry against the charge-sheets employee Mukundi Bin (another workman) the gherao was done by Prabhunath Chowdhury alongwith some others and the name of Mukundi Bin had been scrolled through and the name of Ram Chandra Yadav has been written in his place. Therefore this part of the allegation of the management that during the enquiry of Shri Yadav on 20-11-1984, Shri Yadav came with others to disturb is not borne out from this exhibit. Therefore, I do not accept the contention that on that day

Shri Sur was gheraoed and threatened against his life and security. But the fact remains that there was another proceeding against Shri Bin because Shri Bin was also participating in disorderly conduct alongwith Shri Yadav as stated earlier.

I may state here that the officer-in-charge of the Police Station has not been examined to stated from his record if this correction was actually made out in the original F.I.R.

Since Shri Sur refused to continue as an Enquiry Officer, the management appointed Shri S.K. Sarkar the Manager of the Jaypur Colliery as Enquiry Officer. But in the written note filed by the management it is stated in paragraph 9 that Shri Sarkar was appointed as Enquiry Officer to enquire into the charges levelled against the workman concerned in the chargesheet dated 8-12-84. The union however in paragraph 9 of the written statement urged that they had no idea about the second chargesheet until 1-6-1985. It is also the contention of the workman that the notice of enquiry did not mention the name of the Enquiry Officer. These have been stated by the workman with a view to say that nonmentioning of the name of the Enquiry Officer did not afford them complete opportunity to challenge against Shri Sur being vested with the power of enquiry. The same thing also apply to the appointment of Shri Sarkar and there is nothing shown by the management that Shri Sarkar was entrusted with the enquiry against the workman concerned in respect of both the chargesheets dated 8-12-1984 as well as 27-8-84, particularly on the face of their own assertion that Shri Sarkar was entrusted with the enquiry as contained in the chargesheet dated 8-12-1984.

4. The management has examined only one witness Shri S. K. Sarkar who was subsequently appointed as Enquiry Officer. He proved all the exhibits filed by the management and he marked the proceeding of the enquiry as Ext. M-19. According to him Shri Ram Chandra Yadav had participated in the enquiry. It is an admitted fact that the management had informed the Police about the incident for taking necessary action and it is admitted by Ext. M-15 that Shri Yadav had asked for adjournment, which he allowed and he addressed the letter dated 17-6-1985 Ext. M-16 to Shri Yadav asking him to be treated at the Colliery Hospital and he fixed the case to 1-6-1985 the next date, in which Shri Ram Chandra Yadav participated but did not participate in the enquiry on the subsequent dates. During the disciplinary proceeding the Standing Orders were followed and the pay sheet Ext. M-24 would show that the workman was paid subsistence allowance during the period of his suspension which is 50% of his pay. It is also admitted that by the letter of the workman dated 7-6-1984 marked Ext. M-25, Sri Yadav requested the Enquiry Officer that since the case was reported to the Police Station and the matter

was in the appropriate Court, he would not appear and requested not to proceed with the enquiry. He admitted Ext. M-26 dated 27-8-1984 wherein the Manager had given a note in this fashion :

"Today on 27-8-1984 at about 6.30 A.M. Shri Ram Chandra Yadav and Shri Mukundi Bin employees of Baragolai Colliery and some others are illegally assembled near the mine entrance of Baragolai Colliery and abused the officers by shouting "Bhat Sahib Murdabad, Sub Sahib Lug Murdabad" repeatedly behaving in an incident and disorderly manner. Thereafter they forcefully entered the office premises and forcibly tried to pin-up black badges on the employees working in the office. Another written complaint addressed to Supl't (Mines) had been received from 13 Nos. of employees for forcibly pinning up black badges.

Such action on the part of Shri Yadav and Shri Bin and others accompanied them are subversive of good discipline. It is considered that action should be taken to stop such indiscipline and riotous attitudes."

5. The Manager, by this note has already come to the conclusion that Shri Yadav and Shri Mukundi Bin have forcibly entered the premises and forcibly tried to pin-up black badges on the employees and states such action on the part of Shri Yadav and Shri Bin is subversive to good discipline. The note does not say that the statement made in Ext. M-26 are the allegations which are to be enquiry into but gave an indication that the management was satisfied about the happening of the misconduct and wanted the action to be taken by following the procedure.

6. I, therefore, in conclusion come to hold that the enquiry appears to be biased follow-up action after the management gave its direction after Ext. M-26. No materials has been shown that Shri Sarkar who proceeded with the enquiry was asked to enquire into both the chargesheets. On the other hand, the note submitted by the management in paragraph-9 admits that Shri Sarkar was appointed as Enquiry Officer to enquire into the charge-sheet against the concerned workman dated 8-12-1984. Both the chargesheets Ext. M-29 and Ext. M-11 do not show who was the Enquiry Officer appointed and thereby affording no opportunity to the workman to challenge the particular gentleman holding the enquiry for any obvious reasons. The subsequent charge sheet as per Ext. M-11 though has been stated by the workman in the written statement to have received on 1-6-85, no further adequate opportunity has been given to him thereafter to properly show cause.

7. That apart, this being the admitted position that there was a Police Case against the concerned workman on the basis of which he had requested the Enquiry Officer not to proceed with the disciplinary proceeding, pending the criminal case, which has not been accepted by the Enquiry Officer, who ignored such request and proceeded with the enquiry.

Mere allegation that the criminal case is pending against the concerned workman, could not vitiate domestic enquiry or could not prove to be mala fide in not staying the disciplinary proceeding, pending disposal of the criminal case against the concerned workman. A reference can be made in this regard to the case of Tata Oil Mill Co. Ltd. V. Its Workmen, reported in 1964 (II) LLJ at page 113. In this judgment the Hon'ble Supreme Court had noticed the earlier decision of the Apex Court in Delhi Cloth and General Mills V. Kushal Van, 1960 (I) LLJ 520. In Delhi Cloth and General Mills case the Court held thus :

"... It is desirable that if the incident giving rise to a charge framed against a workman in a domestic enquiry is being tried in a criminal Court, the employer should stay the domestic enquiry pending the final disposal of the criminal case. It would be particularly appropriate to adopt such a course where the charge against the workman is of a grave character, because in such a case, it would be unfair to compel the workman to disclose the defence which he may take before the Court. But to say that the domestic enquiries may be stayed pending criminal trial is very different from saying that if an employee proceeds with the domestic enquiry inspite of the fact that the criminal trial is pending, the enquiry for that reason alone is vitiated and the conclusion reached in such an enquiry is either bad in law or mala fide."

In the Tata Oil Mills Case (Supra) the charge-sheeted employee requested the Enquiry Officer to get two witnesses before him to give evidence on his side. The enquiry officer though addressed the witness to come and appear, they refused to give evidence and sometime to appear by a witness is also ignored by the Enquiry Officer. The domestic enquiry under this circumstance was held in violation of principle of natural justice. In that case the domestic enquiry was conducted pending a criminal case against the concerned employee in regard to the same incident and the Apex Court held that this itself cannot vitiate the domestic enquiry or prove mala fide as already stated.

8. In the present case the workman never stated or proved anything before this Tribunal that he brought to the notice of the Enquiry Officer that a criminal case was pending against him in regard

to the same incident and that any disclosure of materials before the enquiry would affect his defence in the criminal case. Therefore, following the decision of the Apex Court in Tata Oil Mills Case (*supra*), I also come to the finding that mere pendency of a criminal case itself did not takeaway the right of the management to proceed against the workman in a disciplinary proceeding and without any materials placed before this Tribunal to substantiate that the continuance of the disciplinary proceeding pending the criminal case prejudiced a party. I do not accept the contention of the workman that itself vitiated the enquiry.

9. But coming to my other finding, as stated above, I find that the principle of natural justice had not been followed in affording adequate opportunity to the workman to defend his case by not disclosing the name of the Enquiry Officer in the chargesheet and not having a proof that Sri Sarkar was competent to enquire into the charge sheet dated 8-12-1984 as the management had already made up their mind to proceed because of the Ext. M-26 the note of the Manager.

10. Therefore, I answer this reference by saying that no sufficient opportunity had been given to the workman before the order of dismissal was passed against him, which is therefore bad and cannot stand and as already directed by my predecessor in office allowing the parties to led their evidence before the Tribunal tagging the preliminary point with the merit and on merits evidence has been led by only examining one witness MW-1 who also in his evidence has not stated anything to counter any point. I also hold in merit that this punishment cannot stand as by the evidence of MW-1 alone, the allegations are not established before this Tribunal.

11. In the result, I hold that the dismissal of Shri Ram Chandra Yadav, Coal Cutter, Baragolai Colliery was not justified and the said workman is entitled to be reinstated to his work with all his back wages.

The reference is answered accordingly.  
Dated, Calcutta.

The 28th February, 1997.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का०शा० 1064 :—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुभरण में, केन्द्रीय सरकार मैसर्स इ०सी०एल० के प्रबन्धतान्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है। जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[संख्या प्र. - 22012/127/93-प्राइ. प्रार. (सी)]  
बी. प्र. डेविड, डैम्प्र. अधिकारी

New Delhi, the 20th March, 1997

S.O. 1064.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workmen, which was received by the Central Government on 18-3-97.

[No. L-22012/127/93-IR (C.II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 40/93

#### PRESENT :

Shri R. S. Mishra, Presiding Officer

#### PARTIES :

Employers in relation to the management of  
Madhavpur Colliery of M/s. E.C., Ltd.

AND

Their Workmen

#### APPEARANCES :

For the Employer—Sri P. Banerjee, Advocate.

For the Workman—None.

INDUSTRY : Coal STATE : West Bengal

Dated, the 10th March, 1997

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/487/93-IR (C.II), dated 23-8-93.

“Whether the action of the management of the Madhavpur Colliery of M/s. E.C. Ltd., in denying the medical examination of Shri Maharaja Mahato, Underground Loader for declaring him unfit for the purpose of giving employment to his dependant either under voluntary retirement scheme or under clause 9:4:3 of NCWA-III is justified? If not, to what relief the workman is entitled to?”

2. As reflected by the postal Acknowledgement Card, service of notice on the union was sufficient. But in spite of adequate opportunity the union neither appears nor takes any step.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का. आ. 1065.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में गर्म साई. आई.एस. सी. ओ. नि. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[मं. एल.-22012/219/93-प्रा.इ.आर. (सी.-II)]  
वी.एम. डेविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1065.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. I.I.S.C.O. Ltd., and their workman, which was received by the Central Government on 18-3-1997.

[No. L-22012/219/93-IR (C.II)]

B. M. DAVID, Desk Officer  
ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 48/93

PRESENT :

Shri R. S. Mishra, Presiding Officer

PARTIES :

Employers in relation to the management of Ramnagore Colliery of M/s. IISCO Ltd.

AND

Their Workmen

APPEARANCES :

For the Employer—None

For the Workmen—Sri C. D. Dwivedi, Advocate.

INDUSTRY : Coal STATE : West Bengal

Dated, the 10th March, 1997

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/219/93-IR (C.II), dated 21-10-93.

"Whether the action of the management of Ramnagore Colliery of M/s. IISCO Ltd. in not allowing to join Shri Bibhuti Gope, A.R.W. Fitter after sick leave from 4-10-90 to 13-1-91 is justified ? If not, to what relief is the concerned workman entitled to ?"

2. Even though the reference has been posted for ex-party hearing, the union does not take any step. The Advocate (Sri C. D. Dwivedi) who had been appearing for the union physically submits that he has returned back the brief to the union.

3. Hence 'No Dispute Award' is passed.

R. S. MISRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का. आ. 1066.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, में, केन्द्रीय सरकार एस सीसीएस के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में प्रौद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-97 को प्राप्त हुआ था।

[मं. एल. 22012/236/94-प्रा.इ.आर. (सी.-II)]  
वी.एम. डेविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workman, which was received by the Central Government on 19-3-97.

[No. L-22012/236/94-IR(C.II)]  
B. M. DAVID, Desk Officer

ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-J.

Dated, 22nd day of February, 1997

Industrial Dispute No. 82 of 1994

BETWEEN

The President, Telengana Coal Mines Labour Union (INTUC), Bellampalli, Distt. Adilabad. . Petitioner

AND

The Chief General Manager, Singareni Collieries Company Limited, Bellampalli, Distt. Adilabad. . Respondent

## APPEARANCES :

Sri G. Vidya Sagar, Advocate for the Petitioner.

Sri William Burra, Advocate for the Respondent.

## AWARD

The Government of India, Ministry of Labour, New Delhi made the following reference by its Order No. L-22012(236)/94-IR.C.II dt. 7-10-1994 for adjudication under Sections 10(1)(d) and 2A of Industrial Disputes Act, 1947:

"Whether the action of the management in not paying Cat. IV Wages to Shri V. Parasuram Reddy, Inayatulla, Kahab Ramulu, Medaraboina Odelu, Thumma Shankar and Madela Papaiah, Conveyor Khalasis Shantikhani CSP from the date of their promotion to the post of Conveyor Operator in accordance with the Term No. 17 of Arbitration Award of Shri K. V. Raghunath Reddy dated 25-3-75 is legal and justified? If not, to what relief are these 6 workmen entitled to and from what date?"

2. The President of the Union filed a claims Statement contending as follows: The workmen connected to this dispute (hereinafter called as Petitioners) were initially appointed as General Mazdoors during the years 1974 to 1978. Subsequently they were promoted as Conveyor Operators and the details of which are as follows:

Sl. No.	Name of the Workman	Date of appointment	Date of promotion
1.	V. Parasuram Reddy	13-6-74	15-4-88
2.	Inayathullah Khan	24-2-76	15-4-88
3.	S. Ramulu	24-2-78	15-4-88
4.	Medaraboina Odelu	26-4-75	1-11-87
5.	Thumma Shankar	5-8-75	1-11-87
6.	Manam Sadaiah	10-3-78	1-11-87

Sri K. V. Raghunath Reddy, Arbitrator gave an Award dated 17-3-95 pertaining to payment of wages to the various categories of workmen. He declared that the Conveyor Operators should be paid Category IV Wages. Nonetheless, the petitioners were paid Category III Wages, only. Chintapuri Posham, General Mazdoor was promoted as Conveyor Operator on 16-2-1993. Similarly the General Mazdoors in Mandamarri Area and Kothagudem Areas were also promoted as Category IV Conveyor Operators and paid as such. The contention of the respondent that the petitioners are not entitled to Category IV Wages as they were operating only one belt, is not correct. The petitioners are entitled to Category IV wages from the date of their promotions.

3. The respondent filed a counter contending as follows: The term No. 17 of the Arbitration Award of Shri K. V. Raghunath Reddy dated 25-3-1975 reads as follows:

"Demand No. 17 : Conveyor/Khalasis : The Unions have demanded that those workmen who are presently placed in Cat. III should be given a higher category in view of the fact that in addition to driving the conveyors, they also remove the fallen coal from the belt and keep the place clean. The latter job is that of a mazdoor and I understand that in the Bengal and Bihar Collieries this job is entrusted to a separate mazdoor while the conveyor khalasi does only the driving. I recommend therefore, that the Conveyor Khalasis in Singareni be placed in Category IV. Alternatively the management may consider adopting the practice that exists in Bengal and Bihar Collieries of having separate mazdoors for this work."

As per the said Award, the conveyor operators who are entrusted with driving the conveyors and removing the fallen coal from the belt, should be paid Category IV Wages. The Conveyor Khalasis who are operating the conveyor belt only and who are given the assistance of General Mazdoor for picking up the fallen coal should be paid Category III Wages only. The petitioners are operating the belt only. They are not picking up the fallen coal. So they are paid Category III Wages only. The other workmen referred in the claims statement are picking up the fallen coal also in addition to

operating the conveyor belts. So they are paid Category IV Wages. They are the seniors than the petitioners. They are working in the higher categories, than the petitioners. The seniority is mine wise and not area wise. Hence the petitioners are not entitled to Category IV Wages.

4. The point for consideration is whether the petitioners are entitled to Category IV Wages from the date of their promotion as Conveyor Operators?

5. POINT.—The decision in this case rests upon the interpretation of Award dated 25-3-75 given by Sri K. V. Raghunath Reddy, the then Minister for Labour, Central Government and the actual work done by the petitioners.

6. The relevant portion of the award is extracted above. I agree with the contention of the Management that the Conveyor Operator also called as Conveyor Khalasi is paid Category III wages if he operates the conveyor only. He is entitled to Category IV Wages if he picks up the fallen coal from the belt and keeps the premises clean. The respondent-Management gave assistance of general mazdoor to the Conveyor Operators who are not willing to pick up the fallen coal from the belt. The said conveyor operators are paid category III Wages only.

7. The petitioners did not mention in their claims statement that they have been picking up the fallen coal from the belt. If they are picking up the fallen coal from the belt, they are entitled to Category IV Wages as per the Award of Sri K. V. Raghunath Reddy. Their contention that the moment they are promoted as conveyor operators they are entitled to Category IV wages is not correct. The petitioner examined W.W. 1 and W.W. 2. They did not state in chief examination that they were picking up the fallen coal from the belt, but they have denied the suggestion in cross-examination that they were not picking up the fallen coal from the belt. W.W. 2 admits that besides the conveyor operators, there are picking and lump breakers called P.L.Bs. though they are not working with them. As against the evidence of the two workmen, we have the evidence of Dy. Personnel Manager in Bellampalli area as M.W. 1 and Divl. Engineer in Shantikhani C.S.P., as M.W. 2. The petitioners are working in Shantikhani C.S.P. Both the witnesses have stated that the petitioners are not willing to pick up the Spillage coal and so they have posted the General Mazdoors at places where the petitioners have been working for picking up the spillage coal. M.W. 2 filed Ex. M11 extract from work distribution register for the months from July to September, 1996. Ex. M10 is a bunch of extracts from June to August, 1993. The evidence discloses that the petitioners are not willing to pick up the spillage coal. They are given Assistant General Mazdoors. So they are being paid Category III Wages only. I have no reason to disbelieve the evidence of M.Ws. 1 and 2. I hold that the petitioners are not doing the work of picking up of spillage coal and so they are not entitled to Category IV Wages.

8. The contention of the petitioners that they are seniors to the workers who are paid category IV Wages, is not correct, in view of the entries in Ex. M5 Statement, whose correctness is not disputed. The seniority position is also spoken to by M.W. 1 is as follows:

"Mr. Chintapali Posham was promoted as Category IV Conveyor Operator by Ex. M2 office order dated 23-2-1993. He was picking and lump breaker. (PLB). A picking and lump breaker belongs to Category II. When he works for 10 years in the same category, he is given Category III under service linked upgradation scheme. Mr. Posham was in Category II before he was promoted to Category IV as can be seen from Ex. M3 a copy of acting muster. Mr. B. Komal and D. Ramulu were in PLB-III where as B. Mallaiah was the general mazdoor Category II by the date of the promotion to Category IV. They were promoted to Category IV on 1-9-90 by Ex. M4 order dated 17-11-1990. They were given promotion as they have been officiating in higher category by them. The petitioners were in Category I by 1988 when they were promoted to Category III. By then, Mr. B. Komal, B. Mallaiah and Sri D. Ramulu were in Category III, Category II and Category III respectively. The later 3 are seniors than the petitioner. Mr. Komal,

Mr. Mallaiah and Mr. Ramulu were not given the assistance of the General Mazdoor for picking the spilled coal and keeping the place clean. Mr. K. Satyanarayana and Chandra Mouli who were in general mazdoors Category I Cadre were promoted to Conveyor operator Category IV on 30-10-86 and were confirmed as such with effect from 1-2-87 by Ex. W11 dated 20th June, 1985. By then the petitioners workmen were in General Mazdoor Category I. Mr. Satyanarayana and Chandra Mouli are seniors than the Petitioners-workmen."

So the petitioners cannot complain that they are paid less wages than their juniors. It depends upon the work done and not the seniority.

9. In the above, circumstances, I hold that the petitioners are not entitled to Category IV Wages till now. However they would be entitled to Category IV Wages, if they offer to pick up the spilled coal also while acting as Conveyor Operator, in writing and so long as they do the said work in future. An Award is passed accordingly.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 22nd day of February, 1997.

V. V. RAGHAVAN, Industrial Tribunal

#### Appendix of Evidence

Witnesses examined for  
the petitioner

Witnesses examined for  
the Respondent

W.W.1 : V. Parusurama Reddy.

W.W.2 : M. Odelu.

M.W.1 : Hasan Abbas.

M.W.2 : Kabir Ahmed.

Documents marked for the Petitioner :

Ex. W1—Office Order dated 8-4-88 issued to Sri V. Parusurama Reddy promoting him as Conveyor Operator-Cat. III.

Ex. W2: Office Order dated 10-12-92 issued to V. Parusurama Reddy transferring him to Shantikhani CSP with same capacity.

Ex. W3: Office Order dated 17-6-88 issued to M. Odelu regarding the promotions were confirmed.

Ex. W4: Office Order dated 11-3-89 issued to V. Parusurama Reddy.

Ex. W5: Promotion Order dated 17-11-90 given to D. Komal, D. Mallaiah and D. Mamulu as Conveyor Operators Cat-IV.

Ex. W6: Promotion Order dated 23-2-93 given to Ch. Posham as Conveyor Operator Cat. IV.

Ex. W7: Representation dated 7-9-93 made to the ALC, Mancherial.

Ex. M8: Minutes of conciliation dated 24-3-94.

Ex. W9: ALC, Mancherial Failure report dated 31-3-94.

Ex. W10/21-4-90: Xerox copy of office order promoting N. Venkatty and others to the next higher category shown against their names w.e.f. 1-7-89.

Ex. W11: Office Order dated 20-6-87 confirming the promoted conveyor operators in Category IV w.e.f. 1-2-87.

Ex. W12: Promotion Order dated 31-10-87 given to WW2 and others as Conveyor Operator Category-II.

Ex. W13: Pay Slip of Gutta Rajanna for the month of 11/92.

Ex. W14: Pay Slip of Bommai Raji Reddy for the month of 6/94.

Ex. W15: Office Order dated 31-9-95 issued to Ponnala Odaiah and 3 others promoting as Conveyor Operator Category IV.

Ex. W16: Office Order dated 22-8-96 issued to Ponnala Odaiah and 2 others conferring them as Conveyor Operator Cat. IV w.e.f. 30-3-96.

Ex. W17: Pay Slip of Basikula Narayana for the month of 9/96.

Documents marked for the Respondent :

Ex. M1 : Copy of Award dated 25-3-75 given by Sri K.V. Raghunath Reddy, the then Union Labour Minister.

Ex. M2: Promotion Order dated 23-2-93 issued to Ch. Posham picking and lump breakers promoted as Conveyor Operator.

Ex. M3: Copy of Acting Musters of workers.

Ex. M4: Order of promotion dated 17-11-90.

Ex. M5: List of conveyor operators working in Shantikhani CSP.

Ex. M6: Information furnished by the Colliery Manager of Mongan's Pit providing Genl. Mazdoors to Sl. 13 for cleaning the Spillage Coal.

Ex. M7: Information sent by the MVK-I Incline Manager regarding providing General Mazdoors to pick up shall (which is partly coal and partly stone).

Ex. M8: Another information letter with regard to Sl. Nos. 19 to 21 providing General Mazdoors to pick up Shall.

Ex. M9: Another letter with regard to Sl. No. 22 to 24 of Ex. M5 by the Colliery Manager Goletti-I Incline.

Ex. M10: Extract from work distribution register (xerox copy).

Ex. M11: Extract from work distribution register (xerox copy) for the months of July 1996 to September 1996.

Ex. M12: Office Order dated 21-4-90 issued to N. Venkatty and 26 others placing in the next higher category after completion of 10 years service.

Ex. M13: Office Order dated 17-11-90 issued to B. Mallaiah and 2 others.

Ex. M14: Office Order dated 14-12-92 issued to Jogula Nambiah and another.

Ex. M15: Office Order dated 23-12-93 issued to Chintapu Posham.

Ex. M16: Bunch of paper showing the persons who acted as Incharge Conveyor Operator from August 1996 to November 1996 of General Mazdoors Category I.

नई दिल्ली, 20 मार्च, 1997

का० ग्रा० 1067.—श्रीधोगिक विधाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ई० सी० एल० के प्रबन्धतंत्र के सबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधोगिक विधाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, आसनसोल के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[सं० एल-22012/12/94 आई आर (सी-II)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 18-3-97.

[No. L-22012/12/94-IR (C.II)]

B. M. DAVID, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, ASANSOL**

Reference No. 12/94

**PRESENT :**

Shri R. S. Mishra, Presiding Officer.

**PARTIES :**

Employers in relation to the management of Seetalpur Colliery of M/s. E.C. Ltd.

AND

Their Workmen

**APPEARANCES :**

For the Employer—Sri P. K. Das, Advocate  
For the Workmen—None

**INDUSTRY : Coal STATE : West Bengal**

Dated, the 5th March, 1997

**AWARD**

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(12)/94-IR(C.II), dated 24-5-94.

"Whether the action of the management of Seetalpur Colliery in terminating the services of Shri Manik Bouri, General Mazdoor with effect from 26/27-12-89 is legal and justified ? If not, to what relief the concerned workman is entitled to ?"

2. Notice on the workman, was sufficient, as reflected by the postal Acknowledgement Card. He also appeared. But in spite of sufficient opportunity neither Written Statement is filed nor any step is taken.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का० आ० 1068.—ग्रीष्मोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इ० सी० एल० के प्रबन्धतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ग्रीष्मोगिक विवाद में केन्द्रीय सरकार ग्रीष्मोगिक अधिकरण, आसनसोल के पंचाट को प्रशाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[स० एल-22012/93/95-ग्राई आर (सी-II)]

बी० एम० डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 18-3-97.

[No. L-22012/93/95-IR (C.II)]

B. M. DAVID, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, ASANSOL**

Reference No. 52/95

**PRESENT :**

Shri R. S. Mishra, Presiding Officer.

**PARTIES :**

Employers in relation to the management of Dhandadih O.C.P. of M/s. E.C. Ltd.

AND

Their Workmen

**APPEARANCES :**

For the Employer—None.  
For the Workmen—None.

**INDUSTRY : Coal STATE : West Bengal**

**AWARD**

Dated, the 5th March, 1997

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/93/95-IR (C.II), dated 27-9-95.

"Whether the action of the management in fixation of pay of Sh. Kehar Singh, Mechanic Gr. I, DDOCP, Kajora Area of M/s. E.C. Ltd., is justified ? If not, what relief he is entitled to ?"

2. Even though the union initially appeared through their Advocate, they do not file Written Statement and they do not take any other step, in spite of sufficient opportunity.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का० आ० 1069.—प्रोब्लॉगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई० सी० एल० के प्रबन्धतत्व के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट प्रोब्लॉगिक विवाद में केन्द्रीय सरकार श्रीप्रोगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[स० एल-22012/325/95-आई आर (सी-II)]  
बी० एम० डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 18-3-97.

[No. L-22012/325/95-IR (C-II)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL Reference No. 10/96

#### PRESENT :

Shri R. S. Mishra, Presiding Officer.

#### PARTIES :

Employers in relation to the management of Sangramgarh Colliery, of M/s. E.C. Ltd.

AND  
Their Workmen

#### APPEARANCES :

For the Employer—None.

For the Workmen—None.

INDUSTRY : Coal STATE : West Bengal

Dated, the 21st February, 1997

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/325/95-IR (C.II), dated 22nd February, 1996.

"Whether the action of the management of Sangramgarh Colliery under Salanpur

Area of E.C. Ltd. in denying employment to the dependent of Lalji Bhuniya, EXOBR under clause 9.4.3 of NCWA. III is legal and justified ? If not, then whether the son-in-law or the younger brother are entitled for employment as dependent ?"

2. In spite of service of notice on the union by registered post, as reflected by the postal Acknowledgement Card, the union does not appear or does not take any step.

3. 'No Dispute Award' is accordingly passed.

R. S. MISHRA. Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का० आ० 1070—प्रोब्लॉगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई० सी० एल० के प्रबन्धतत्व के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट प्रोब्लॉगिक विवाद में केन्द्रीय सरकार श्रीप्रोगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[स० एल-22012/326/95-आई आर (सी-II)]

बी० एम० डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 18-3-97.

[No. L-22012/326/95-IR (C-II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 9/96

#### PRESENT :

Shri R.S. Mishra, Presiding Officer.

#### PARTIES :

Employers in relation to the management of Sangramgarh Colliery of M/s. E.C. Ltd.

AND  
Their Workmen

## APPEARANCES :

For the Employer—None

For the Workmen—None.

INDUSTRY : Coal STATE : West Bengal

Dated, the 21st February, 1997

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/326/95-IR (C-II), dated 22-2-96.

“Whether the action of the management of Sangramgarh Colliery under Salanpur Area of ECL in denying employment to the dependent of Madhusudan Modi, Ex-Coal Cutter under clause 10.4.3 of NCWA, II is legal and justified ? If not, then whether the son-in-law or the son Sh. Umesh Modi are entitled for employment as dependent ?”

2. In spite of service of notice on the union by registered post, as reflected by the postal Acknowledgement Card, the union does not appear or does not take any step.

3. ‘No Dispute Award’ is accordingly passed.

R.S. MISHRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का० आ० 1071.—आधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई० सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवध में निर्दिष्ट आधोगिक विवाद में केन्द्रीय सरकार आधोगिक अधिकरण, यासनसोल के पंचाट को प्रकाशित करतो है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[सं० एल-22012/484/95-आई आर (सी-II)]

बी० एम० डेविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their

workman, which was received by the Central Government on 18-3-97.

[No. L-22012/484/95-IR (C-II)]

B. M. DAVID, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, ASANSOL

## PARTIES :

Reference No. 40/96

## PARTIES

## PRESENT :

Shri R. S. Mishra, Presiding Officer.  
Employers in relation to the management of  
Lachipur Colliery of M/s. E.C. Ltd.

## AND

Their Workmen

## APPEARANCES :

For the Employer—Sri P. Banerjee, Advocate.  
For the Workmen—None.

INDUSTRY : Coal STATE : West Bengal  
Dated, the 5th March, 1997

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/484/95-IR (C-II), dated 26-9-96.

“Whether the action of the management of Lachipur Colliery under Kajora Area of M/s. E.C.L. P.O., Kajoragram, Distt. Burdwan (W.B.) in superannuating Sh. Gunjeswar Prasad, Ex-Register Keeper w.e.f. 1-7-88 is justified ? If not, to what relief the workman is entitled ?”

2. Even though the union initially appeared through their Advocate, they do not file Written Statement and they do not take any other step, in spite of sufficient opportunity.

3. Hence ‘No Dispute Award’ is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का० आ० 1072.—आधोगिक विवाद अधिनियम, 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ई० सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों

और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[म. एल. -22012/538/95-आईआर(सी-II)]  
बी. एम. डेविड डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on the 18-3-97.

[No. L-22012/538/95-IR (C.II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 39/96

#### PRESENT :

Shri R. S. Mishra, Presiding Officer

#### PARTIES :

Employers in relation to the management of Lachipur Colliery of M/s. E.C. Ltd.

AND

Their Workmen

#### APPEARANCES :

For the Employer—None

For the Workmen—None.

INDUSTRY : Coal STATE : West Bengal  
Dated, the 5th March, 1997

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/538/95-IR (C.II), dated 26-9-96.

"Whether the action of the management of Lachipur Colliery, Kajora Area of M/s. ECL in denying the grant of service linked increment to Sh. Kishun Rabidas,

W.E. Operator and 27 others (list enclosed) is justified ? If not, what relief the workmen are entitled to ?"

2. Even though the union initially appeared through their Advocate, they do not file Written Statement and they do not take any other step in spite of sufficient opportunity.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नंदि चिल्ही 20 मार्च, 1197

का. आ. 1073.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसेस ई. सी. एल. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[म. एल. -22012/570/95-आई.आर. (सी.-II)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 18-3-97.

[No. L-22012/570/95-IR(C.II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 27/96

#### PRESENT :

Shri R. S. Mishra, Presiding Officer

#### PARTIES :

Employers in relation to the management of Kajora Area Colliery of M/s. E.C. Ltd.

AND

Their Workmen

#### APPEARANCES :

For the Employer—None

For the Workmen—None.

INDUSTRY : Coal STATE : West Bengal  
Dated the 5th March, 1997

**AWARD**

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/570/95-IR (C.II). dated 21-8-96.

"Whether the delay in offering employment to Sh. Bhavesh Halani son of late Ratilal Halani, Asstt. Foreman by the management of Kajora Area of M/s. ECL, P.O. Kajoragram, Distt. Burdwan (W.B.) is justified ? If not, what relief the workman is entitled to ?"

2. Even though the union initially appeared through their Advocate, they do not file Written Statement and they do not take any other step, in spite of sufficient opportunity.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई विल्सो, 20 मार्च, 1997

का.आ. 1074.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पोनकुमार मैग्नेसाइट माइन्स सोलेम के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्विष्ट श्रीधोगिक विवाद में श्रीधोगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 20-3-97 को प्राप्त हुआ था।

[सं. एल.-27011/03/84-डी.-III(बी.)]  
बी.एम. डेविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ponkumar Magnesite Mines Salem and their workman, which was received by the Central Government on the 20-3-1997.

[No. L-27011/03/84-D-III(B)]  
B. M. DAVID, Desk Officer

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, TAMILNADU,  
MADRAS

Thursday, the 12th day of September, 1996

**PRESENT :**

Thiru S. Thangaraj, B.Sc., L.L.B.,  
Industrial Tribunal.

Industrial Dispute No. 56/1987

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Ponkumar Magnesite Mines Salem).

**BETWEEN**

The Workmen represented by,  
The General Secretary,  
Salem District Magnesite Labour Union,  
237, Thirumangalam Road,  
Old Suramangalam,  
Salem-636005,  
Tamil Nadu.

**AND**

The Proprietor,

Sri Ponkumar Magnesite Mines,  
Periagollapatty,  
Salem-636008,  
Salem Dt. Tamil Nadu.

- |                        |                    |
|------------------------|--------------------|
| 2. Sh. P. V. Damodaran |                    |
| 3. Sh. K. Cinnapaiyan  |                    |
| 4. Sh. C. Mari         |                    |
| 5. Sh. K. Lakshmanan   |                    |
| 6. Sh. C. Pachiannan   | Contractor,        |
| 7. Sh. C. Kandan       | Sri Ponkumar       |
| 8. Sh. C. Raman        | Magnesite Mines.   |
| 9. Sh. A. Kasipillai   | Jagir Ammapalayam, |
| 10. Sh. R. Subramani   | Salem-636302,      |
| 11. Sh. K. Sivaraj     | District Salem,    |
| 12. Sh. N. Mani        | Tamil Nadu.        |
| 13. Sh. A. Murthusamy  |                    |
| 14. Sh. D. Iyyandurai  |                    |
| 15. Sh. P. Arumugam    |                    |
| 16. Sh. Sevi           |                    |
| 17. Sh. Palanisamy     |                    |

**REFERENCE :**

Order No. L-27011/3/84-D. III(B), dt.  
6-5-1987, Ministry of Labour, Govt. of  
India, New Delhi.

This dispute coming on for final hearing on Thursday the 22nd day of August, 1996 upon perusing the reference, claim and Counter statements and all other material papers on record and upon hearing the arguments of Tvl. N.G.R. Prasad, and S. Vaidyanathan, for Tvl. Row & Reddy, Advocates appearing for the workmen and of Thiru H.J.G. Davidar, Advocate appearing for Management No. 1 and of Tvl. T. S. Gopalan & S. Ravindran, Advocates appearing for the Contractors 2, 10, 14 and 15 and other contractors being absent, and this dispute having stood over till this day for consideration this Tribunal made the following :

#### AWARD

Government of India, by its Order No. L-27011/3/84-D. III(B) dated 6-5-87 and by its Corrigendum dated 24-8-87, to the said order has referred this dispute to this Tribunal for adjudication of the following issue :

"Whether the action of the Contractors of Ponkumar Magnesite Mines, Salem (as per list enclosed) in denying enhanced rates of wages mentioned below, is justified? If not, to what relief the workmen are entitled to?"

Class of workers	Rates of wages
Un-skilled	Rs. 12.25 per day
Semi skilled	Rs. 15.25 per day
Skilled	Rs. 19.00 per day
Clerical	Rs. 19.00 per day

Fixed Dearness Allowance Rs. 293.80 per month. Variable Dearness Allowance should be paid @ Rs. 1.75 per point over and above 470 points of the All India Cost of Living Index (1960 = 100)

2. On receipt of notices, petitioner and respondent numbers 1, 2, 10, 14 and 15 appeared before this Tribunal. Respondent number 3, 4, 5, 6, 7, 8, 9, 11, 12, 13 and 16 were called absent and have not filed any documents. The petitioners have filed their claim statement and also additional claim statement. The respondents have filed their counter statement. The petitioner-union has filed the reply statement.

3. The main averments found in the claim statement filed by the petitioner-union are as follows :

The petitioner-union submitted a demand to the Regional Labour Commissioner (C), Madras on 25-1-79 and negotiations were held between the parties and thereafter challenging the decision taken by the Assistant Labour Commissioner, the petitioner-union filed Writ Petition No. 840/80 before the High Court of Madras and on the orders passed by the High Court, the matter was referred to this

Tribunal. In the same region similar magnesite mines workers working in different companies were getting more wages than the workers working under the respondents. In M/s. Dalmia Magnesite Corporation, M/s. Burn Standard Company and M/s. Tamil Nadu Magnesite Limited, the wages paid to the workers are :

- |  |                   |
|--|-------------------|
| (a) Class of workers   | Rate of wages     |
| Un-skilled   | Rs. 13.40 per day |
| Semi skilled   | Rs. 14.90 per day |
| Skilled  | Rs. 16.60 per day |
| (b) Fixed D.A. of Rs. 293.80 upto 470 points.  |                   |
| (c) Variable Dearness Allowance of Rs. 1.30 per point, rise above 470 points. Subsequently the Variable Dearness allowance was enhanced as Rs. 1.65 per point rise above 492 points. |                   |
| (d) House Rent Allowance of Rs. 19.50 per month.   |                   |

An unskilled worker working for 26 days in May 1987 got Rs. 1012.05 (One thousand twelve rupees and five paise) as wages (wage, D.A., VDA and HRA) at All India Consumer Price Index—687 points.

On the basis of the wages paid by the other magnesite companies the workmen of Ponkumar Magnesite Mines should be paid as detailed below :

Class of workers	Wage
Unskilled	Rs. 10.00
Semi-skilled	Rs. 10.70
Skilled	Rs. 11.50
Increment	Total
25.00 per day	35.00
40.00 per day	50.70
52.00 per day	63.50

The increment should be granted for 4 years since 1984 and the arrears be paid to the workmen.

4. The main averments found in the additional claim statement filed by the petitioner-union are as follows :

As per corrigendum issued by Government of India, Ministry of Labour dated 24-8-87, amended reference has been made. The workers of other magnesite mines in the same region are getting more Basic wage, Fixed dearness allowance, Variable Dearness allowance etc. The respondents should also pay in accordance with the wages and other allowances paid by the similar magnesite mines in the same region.

5. The main averments found in the counter statement filed by the first respondent are as follows :

The first respondent is a partnership firm and in 1963, it took on lease 193.64 acres of land and the lease was initially for a period of 2 years and thereafter the Government of Tamil Nadu granted a fresh lease for a period of 20 years which expired on 2-9-85. On the expiry of the lease period this first respondent closed the magnesite mines from 2-9-85. The present dispute raised by the petitioner-union became infructuous on the closure of the mines from 2-9-85. The Government of Tamil Nadu rejected the renewal of lease on 4-3-86 and the Government of India granted an interim stay of the order passed by the Government of Tamil Nadu and pursuant to that order, the first respondent resumed mining operation from 28-4-86. On 17-3-87, the Central Government rejected the application of the first respondent and the first respondent filed Writ Petition No. 4592/87 and WMP No. 6747/87. An order of injunction was passed by the High Court, Madras restraining the Government of India from interfering with the respondent's possession of the land and the mining operations. The said order was made absolute on 16-12-87. The first respondent had entered into contracts with respondents 2 to 16 for supply of labour to carry on mining operation. These contractors had taken out licences under the Contract Labour (Regulation and Abolition Act). The present dispute has been raised by the workmen of the respondents 2 to 16. Hence the first respondent is not liable for the claim. The liabilities of the first respondent are limited as per S. 20 and 21 of the Contract Labour (Regulation and Abolition) Act and hence the first respondent is not liable for the increase in wages claimed by the petitioner-union. The first respondent is not the employer of the workmen on whose behalf the reference has been made, and they are not the workmen of the first respondent. The reference itself is bad in law. For these reasons, the reference may be rejected.

6. The main averments found in the Counter filed by respondent number 2 are as follows.—The 2nd respondent had taken out a licence to engage contract labour in Sri Ponkumar Magnesite Mines. The licence was first granted on 26-7-83 and renewed on 5-1-87. The respondent used to employ 50 workmen. Ponkumar Magnesite Labour Union has been recognised as a sole bargaining agent of the workmen employed by the second respondent. The contractors and the Ponkumar Magnesite Labour Union used to enter into the settlement and one such settlement was reached on 20-5-81. Again another settlement was arrived at on 14-5-84 and as per the Settlement a further increase of Rs. 4 per day for those who have put in more than two years of service

on 31-12-83 in addition to the existing wages and Rs. 3 for those with less than 2 years of service as on 31-12-83 and for those who have joined on 1-1-84 or thereafter the existing wage rate of Rs. 9.75 per day. The settlement also provided for annual increment ranging from 0.10 paise to 0.20 paise per day. On the date of settlement 2nd respondent had 37 workmen. The petitioner-union has no representative character to represent the workmen of the 2nd respondent and to the knowledge of the 2nd respondent, its workmen were neither the members of the petitioner-union nor they authorised the petitioner-union to place any demand on their behalf. The settlement dated 14-5-84 is binding on all the workmen of the 2nd respondent and order of reference passed including the 2nd respondent's workers is invalid. The Ponkumar Magnesite Mines lease was not renewed by Government of Tamil Nadu, after 2-9-85, and the mine was closed from 31-8-85. Consequent to the closure of mines, the 2nd respondent terminated the services of the workmen and paid compensation in terms of Sec. 25(fff) of the I.D. Act. Therefore, there is no valid dispute as on the date of reference. At present the 2nd respondent is making payment to these workmen a minimum wage of Rs. 12.25 per day for unskilled, Rs. 15.25 for semiskilled workmen and Rs. 19 for skilled workmen. There is no merit in the reference and the same may be dismissed.

7. The main averments found in two separate reply statement to the counter statement filed by the first and second respondent are as follows.—There was suspension of Mines operation by the first respondent and there was no closure. Hence the dispute does not become infructuous. The pendency of Writ petitioner in W.P. No. 4592/87 cannot affect the rights of workmen in an Industrial dispute. The workers of the first respondent are paid less than Rs. 18 per day, whereas the workers in the other mines like Dalmia Magnesite Mines, and Burn Standard Co. Ltd., are getting Rs. 40 to Rs. 45 per day as basic and dearness allowance. The employer is liable to pay and so the first respondent is answerable for the claim as per Sec. 21(4) of the Contract Labour (Regulation and Abolition) Act, 1970.

8. The petitioner has examined six witnesses on its side and marked Exs. W-1 to W-21 and the respondent has examined 3 witnesses and marked Exs. M-1 to M-29.

9. The point for consideration is :

"Whether the action of the Contractors of Ponkumar Magnesite Mines, Salem (as

per list enclosed) in denying enhanced rates of wages mentioned below is justified ? If not, to what relief the workmen are entitled to ?"

Class of workers	Rate of Wages.
Un-skilled	Rs. 12.25 per day.
Semi-skilled	Rs. 15.25 per day.
Skilled	Rs. 19.00 per day.
Clerical	Rs. 19.00 per day.

Fixed dearness allowance Rs. 293.80 per month.  
Variable Dearness allowance should be paid @ Rs. 1.75 per point over and above 470 points of the All India Cost of living index (1960=100).

10. The Point.—Workmen employed under the 16 contractors of Ponkumar Magnesite Mines, Salem represented by the Salem District Magnesite Labour Union, Salem have raised this dispute for the revision of rates of wages, fixed dearness allowance. Respondents 5, 6, 7, 9, 11 12 13 and 16 have not filed any counters. The first respondent is proprietor of Ponkumar Magnesite Mines and respondents 2 to 17 are the contractors under whom the workers are working in the mines. Before entering into the question of rate of wages and other allowances, it is better to decide some broad questions raised by the respondents.

11. It was contended by the respondents that the petitioner-union has no representative capacity to espouse the case of the workmen working in Sri Ponkumar Magnesite Mines, Salem. The respondents have contended that since majority of the workmen have not joined with the petitioner-union in raising the dispute, it is not a valid LD. under Sec. 2(k) of the I.D. Act. Ex. W-16 shows that the petitioner-union known as the Salem District Magnesite Labour Union, Salem have 278 workmen in their membership. It was contended that out of 400 workmen employed in the first respondent mines, 278 workmen form the majority and they were members of the petitioner-union at the time of raising the dispute. To raise this dispute the executive committee has passed the resolution under Ex. W-17. The respondents have contended that Ex. W-17 resolution has not been passed in the General Body Meeting and the resolution passed by the executive committee restricted to certain office bearers was not a valid resolution to raise a valid industrial dispute. On the other hand the petitioner has argued that since the executive committee has passed the resolution representing all the members of the union who were workmen in the first respondent mines, valid resolution to raise a valid industrial dispute. It was also argued on the side of the respondent that Ex. W-18 reveals that the Assistant Commissioner of Labour, Salem has made spot verification and found that petitioner-union has substantial membership. However it was

also shown by the petitioner-union that the claim made in the dispute is for increase in wages, dearness allowance and by nature it is a collective dispute and not an individual dispute and therefore, the petitioner-union has got every right to raise the dispute on behalf of its members who are working in the first respondent mines. The respondents have relied on to a ruling of our High Court in Murugan Transport Vs. ITS WORKERS AND ANOTHER (1960 I LLJ P 349) wherein it has been held ;

"The net position is that there is no satisfactory, in fact, no proof whatever to show that the general body authorized its Secretary or any of its other officers to make this demand on behalf of these eight individuals on the managements. There was, therefore, no evidence whatever to show that there was an industrial dispute."

In the case referred to in the decision eight workers were dismissed and the Secretary of the Union called upon the management for reinstatement of 8 dismissed employees and when the management refused to comply with the request, the industrial dispute has been raised by the Union. In such circumstances, our High Court has held that there was no evidence of proof to show that the General Body of the Union authorised the Secretary or any of its office bearers to make the demand on behalf of eight dismissed employees. and so. Reference under Sec. 10 of the I.D. Act, was invalid. In the instant case, the demand made by the petitioner-union is one under collective bargaining and such a demand cannot be raised by any individual worker. It was argued on the side of the petitioner, the very nature of the demand regarding rise in wage and allowances can be raised only collectively and not by individuals. Therefore, passing resolution by the General Body meeting would not arise, as every individual has got a reasonable cause in the dispute. In The Management of Madura Mills Co. Ltd. Vs. Presiding Officer, Industrial Tribunal, Madras (1973 II LLJ p 341) it has been held by our High Court :

"If the dispute relates to any of the other matters contemplated by S. 2K, the parties to the dispute should have a direct or substantial interest. In other words persons who seek to support the cause of the concerned workmen, must themselves be directly or substantially interested."

This decision almost supports the argument advanced by the petitioner-union. In workmen of Brooke Bond (I) Ltd., Vs. Industrial Tribunal (1989 II LLN Page 699) it has been held :

"However, it has got to be noted that the strength of workmen espousing the cause

must lead to a legitimate inference that the dispute is one which affects the workmen as a class. The industrial dispute could be taken up, either by the Union of workmen or by an appropriate number of workmen of the management. To put it in other words, it must be a collective dispute and that alone will constitute an industrial dispute. The concept of a collective dispute should not be construed to mean that all the workmen of the management or a majority of them should sponsor and support the dispute. It would be sufficient, if the industrial dispute has the support of a substantial body of the workmen concerned in the management. The industrial dispute could be raised even by a minority union or by an un-recognised union. The above propositions could not be disputed since they are those gleaned from the pronouncements of the highest Court in the land."

From this decision it is clear than an industrial dispute should have the substantial number of workmen. From Ex. W-16 and W-17 it is clear that a substantial number of workmen have supported the dispute raised on their behalf by the petitioner-union. For these reasons, it can be said that the dispute has been validly raised by the petitioner-union.

12. The petitioner-union has raised this dispute for enhanced rates of wages for the workmen of the 16 contractors who are engaged in the mining operations of Sri Ponkumar Magnesite Mines, Salem District. The petitioner-union demands the wage on par with the wages paid to the workmen engaged in similar work in Burn Standard Company, Salem, Tamil Nadu Magnesites and Dalmia Magnesite Corporation. It is the contention of the first respondent that those companies are engaged in bigger operations than the first respondent company which is doing the mining operation in a smaller scale and the first respondent company is not in a position to pay the same wages to its workers on par with the wages paid by three other companies. It was also argued on the side of the first respondent that before passing any award for wage rise it has to be considered as to (i) whether the employer has financial capacity to meet the additional burden by way of increased wages, (ii) whether demand is justified on the principle of region-cum-industries basis (iii) the impact of the demand on the resources of the employer. However, the first respondent has not produced any balance sheet for the relevant years to show their financial capacity in order to prove that they were unable to meet the additional burden by way of increased wages and such increase would have a negative impact

on the resources of the employer. The petitioner union has drawn my attention to ruling of the Apex Court in Khateeja Bai Vs. The Superintending Engineer & others (1896 II LLJ P 314) at page 317, it has been held :

"There was then the usual lament that a large number of employees were involved and, therefore the cost will be heavy. We do not understand this argument at all. Does it mean that beneficent legislation and beneficent schemes must be confined to small establishments employing a few workers only ? On the other hand it is misleading to say that the cost is heavy. The cost is made to appear heavy divorced from the size of the establishment. If the establishment is huge and if a large number of workmen are employed the total wage-bill may appear to be heavy, but is it really so. If is disproportionate to the size of the establishment, its resources, its revenues and its other expenditure ? Is the individual wage-bill also very high ? To talk of heavy cost without reference to other circumstances is to present an entirely unfaithful picture. We need make no further comment."

From the above decision of our Supreme Court, it is clear that first respondent cannot contend that by raising the wage of the workers will cause financial burden on him. However, whether the demand is justified on the principle of region-cum-industry basis is a matter if necessary has to be decided after considering all the other grounds raised by both the parties.

13. The first respondent has contended that in view of various settlements entered into between the first respondent-management and the worker's union, the claim of the petitioner-union should not be considered. To substantiate this argument, the respondents have shown various settlements Ex M. 20 dated 20-5-91 is the settlement u/s. 12(3) of the I.D. Act, which was in operation between 1-4-81 to 31-12-83. Ex. M. 23 is a settlement entered into between the management and some of the unions on 14-8-81 u/s. 18(1) of the I.D. Act and the same was in operation between 1-1-84 to 31-12-86. Ex. W-6 is another settlement entered into between the management and the union u/s. 12(3) of the Act for the period between 1-7-89 to 30-6-92. Ex. M. 18 dated 4-7-91 is another settlement entered into between the parties u/s. 12(3) of the I.D. Act. Ex. M. 29 is the settlement dated 23-8-85 entered into between the management and the workers u/s. 12(3) of the I.D. Act which is in operation from 1-3-95 to 31-3-89. Exs. M. 20, M. 21, W-6 and M. 29 are settlements wherein workers have agreed not to raise any further demands which will have direct or indirect financial

implications in any manner. Except M. 21, all other settlements have been entered into between the parties u/s. 12(3) of the I.D. Act. Therefore, the binding nature of the settlements on the workmen as well as the management cannot be considered lightly. Though Ex. M. 18 is the settlement entered into between the parties u/s. 12(3) of the Act, it was after the abolition of the contract labour system and the workmen of the contractors were taken as a fresh entrants in the services of the first respondent.

14. It was argued on the side of the respondents that Ex. M. 20 was a settlement u/s. 12(3) of the I.D. Act and the said settlement was in operation between 1-4-81 and 31-3-83 and no action has been taken either by the petitioner-union or by any other union to cancel the settlement by a subsequent notice issued u/s. 19(6) of the I.D. Act. It was further argued that since Ex. M. 20 settlement was not cancelled by a subsequent notice, it binds the parties continuously and the reference made by the petitioner-union which is against the admitted conditions of the settlement is invalid in law. On the other hand, it was argued on the side of the petitioner-union that Ex. M. 20 settlement was in operation till 31-12-83 and it had no operation on the date of reference and therefore, the reference is valid in law. The respondents further contend that the dispute was raised by the petitioner-union on 25-1-79 and the Conciliation Failure Report was submitted to the Government on 28-11-84. Thereafter, the reference has been made on 6-5-87. Though, Ex. M. 20 was not subsequently terminated by the notice u/s. 19(6) of the I.D. Act, subsequent to M. 20 many more settlements came into operation after the period of reference. One important fact which should be pointed out herein is that between 1-1-87 to 30-6-89 there was no settlement which was in operation and during that period the reference has been made by Government on 6-5-87. In Working Journalists of Hindu Vs. Hindu [1961 (1) LLJ p. 289] it has been held by the Apex Court.

"Hence it must be held that the jurisdiction of the Labour Court to proceed with the matter will depend on whether the Industrial dispute referred to it for adjudication insisted or was appreciated on the date of reference and not on any subsequent date."

From this decision it is clear that this industrial dispute has to be adjudicated in respect of matters pending on the date of reference. When we consider that fact, Exs. W-6, M. 18 and M. 29 settlements do not come into play. The operation of Ex. M. 20 and M. 21 beyond the period fixed for their operation is a matter which will not make any difference as the fact remains, between 1-1-87 to 30-6-89 there was no settlement between the parties.

15. Another important factor which has to be seen in proper perspective in this dispute is the fluctuations in running the mines and to continue the industry for further period. Originally as per G.O.Ms. No. 3140 dated 12-6-93, the first respondent got a lease of 193.64 acres of land for a period of two years and thereafter the lease was extended for a period of 20 years. On the expiry of lease, on 2-9-85, the mines operation were suspended and the first respondent has applied for the renewal of lease. Renewal of lease was rejected by the Government of Tamil Nadu vide G.O.Ms. No. 225 dt. 4-3-96 against the said order, respondent preferred revision application to the Government of India, and upon that application Central Government was pleased to grant an interim-stay of the order passed by the Government of Tamil Nadu in G.O.Ms. No. 225 dated 4-3-86 and also permitted the first respondent to hold possession of the mines and mining operations. Subsequently the first respondent resumed the mines operations from 28-4-86. On 17-3-87 Central Government rejected the application of the first respondent and against the said order the first respondent filed Writ Petition No. 4592/87 before the High Court of Madras and in WMP No. 6747/87 an interim injunction was obtained on 5-5-87. The said petition was made absolute on 26-7-87. The Writ petition is pending and therefore, the first respondent is continuing the mining operations. WW6 has admitted that when the lease came to an end the mines was closed for 7 months between September 1985 and April 1986, and at that time the dues of all workmen were settled. MW3 the 12th respondent in his evidence has stated that he settled all the dues of the workmen on 3-8-85. MW1 has also stated that the mines was closed on 2-9-85, and the work was resumed only in April 1986. So, it is clear that earlier to the date of reference the mines was closed and the dues of all workmen were settled. Thereafter the mines has been running only on the orders of Court. As per Ex. M. 18, dated 4-7-91, the management and the workers have entered into the settlement after the abolition of Contract Labour System and the workmen were taken as fresh entrants into the services of the first respondent. It shows that there was substantial change in the nature of employment. Taking into account all these things, the justification of the demand for wages on par with the other mines nearby has to be considered. However, this Tribunal has to go according to the reference.

16. The reference reads :

Whether the action of the Contractors of Ponkumar Magnesite Mines, Salem (as per list enclosed) in denying enhanced rates of wages mentioned below is justified ? If not, to what relief the workmen are entitled to ?

Class of workers	Rate of wages
Un-skilled	Rs. 12.25 per day
Semi-skilled	Rs. 15.25 per day
Skilled	Rs. 19.00 per day
Clerical	Rs. 19.00 per day

Fixed Dearness Allowance Rs. 293.80 per month. Variable Dearness Allowance should be paid @ 1.75 per point over and above 470 points of the All India Cost of Living Index (1960=100). This reference does not say, whether the workers of Ponkumar Magnesite Mines, Salem have to be paid on par with the wages paid by Dalmia Magnesite Corporation, Burn Standard Company and Tamil Nadu Magnesite Ltd., Salem. To decide the justification or otherwise enhancement of wages certain specific facts have to be looked into. It is the main contention of the respondents that the workers are paid more than the minimum wage. However, minimum wages should be paid by each and every industry and unless it is paid, industry cannot continue its operation. In Workmen of Reptakos Bret & Co. Ltd., Vs. Management (1992 I LLJ P. 340) at page 341, our Supreme Court has held :—

"An Employee who cannot pay the minimum wage has no right to engage labour and no justification to run the industry."

The above decision of the Apex Court clearly shows that minimum wage has to be paid to the employees. In William Sons (India) Private Limited Vs. Its Workmen (1962 I LLJ P. 402) at page 303, it has been held :

"Further in considering the question of comparable concerns, the Tribunals should bear in mind all the relevant facts in relation to the problem. The extent of the business carried by the concerns the capital invested by them, the profits made by them, the nature of the business carried on by them, their standing, the strength of their labour force, the presence or absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business—these and all other relevant facts have to be borne in mind."

In 1967 II LLJ at page 59, Kamani Metal and Alloys Limited Their workmen, it has been held :

"The observations no doubt lay down the principal guidelines but they are intended to operate with the rigidity of a statutory enactment. The Court has indicated what lines of inquiry are likely to be to the discovery of correct data for the fixation of fair wages in the sense explained above. In this task, all the relevant considerations must enter but fruitless enquiries into matters of no particular importance to a case are hardly to be insisted upon because rather than true of assistance they might well frustrate the very objective in view. Each case requires to be considered on its own facts."

From the above decisions of the Supreme Court it is clear that each case has to be considered on its own merits. In the instant case, the reference is to decide whether the wages mentioned therein has to be paid or not. There is no reference either to fix fair wage or to fix a wage on par with the other industries in the same area. Bearing in mind, the above decisions of the Supreme Court and also the direction given under the reference, the facts of the instant case have to be considered.

17. Collective bargaining is the means to achieve industrial peace. Adjudication is parallel means to achieve industrial peace. The settlements entered into between the parties u/s. 12(3) of I. D. Act, are the best means to serve the purpose of industrial peace. Therefore, the Tribunal which adjudicates the industrial dispute between the parties has to give sufficient weight to the voluntary settlement entered into between the parties following collective bargaining u/s. 12(3) of the I. D. Act. More than one such settlement have been entered into between the parties and we have already considered Ex. M.20. Ex. W-6 is the memorandum of Settlement entered into between the parties u/s. 12(3) read with 18(3) 9 of the I.D. Act, 1947. In that the petitioner-union is one of the parties and its President and Executive Committee member have signed the settlement on behalf of the petitioner union. The petitioner-union and other unions have submitted a charter of demands including wage revision etc. and on those demands a tripartite agreement which is Ex. W-6 has been entered into between the parties and in the presence issued u/s. 19(6) of the I.L. Act, 1947 need not be given much weight because time to time the parties have entered into settlements. However, the fact remains that there was no settlement covering the period between 1-1-87 and 30-6-87 and the reference has been made during the said period on 6-5-87. Under Ex. M-18 all the workmen were taken directly as the workmen of the first respondent management. This was another advantage to the workmen to press their demands directly with the first respondent-management.

18. The first respondent management has stated that they are doing the mining operations in small scale and they should not be compared with the big companies like Dalmia Magnesite Corporation, Burn Standard Company and Tamilnadu Magnesite Limited. However, the question of comparison may not be relevant herein because the reference is not for the enhanced wages on par with the other three magnesite mines. The only reason which has to be seen in proper perspective is that the struggle for existence of the first respondent mines. The period of lease was expired on 2-9-85, and thereafter the first respondent mine survived because of the orders passed by the High Court and pendency of the Writ Petition. Much water has flown after the reference. The guidelines given by the Apex Court in 1962 I LLJ Page 302 and 1967 II LLJ P. 55 would go to show that justifiable view should be taken by the Tribunal. Considering the plight of the first respondent and the insecurity for existence of the first respondent and also the subsequent settlements Ex. W-6 and M-18 entered into between the first respondent and the unions, a justifiable view should be taken in fixing wages for the workmen. How to apply the ever changing circumstances to the never changing law is the problem which generally the Tribunals face. As already stated no settlement was in operation between 1-1-87 and 30-6-89, and since the reference has been made on 6-5-87 and thereafter Ex. W-6 came into operation, succeeded by Ex. M-18 for the period from 1-3-81 to 28-2-95 and Ex. M-29 for the period between 1-3-95 to 31-3-99. There was no settlement for the period between 1-1-87 to 30-6-89. For the said period, considering all these facts, we have to decide the enhanced wages of Assistant Labour Commissioner (Central-II), Madras on 22-6-89. Page 3 of Ex. W-6 shows that the workers have demanded wages on par with other industries namely Dalmia Magnesite Corporation, M/s. Burn Standard Company and M/s. Tamilnadu Magnesite Corporation and finally as per Clause 4 of the said agreement a wage revision has been given. This agreement was in operation between 1-7-89 to 30-6-92. Before the expiry of the period, another settlement Ex. M-18 has been entered into between the management and the workers on 4-7-91 in the presence of Assistant Labour Commissioner (Central-I) Madras u/s. 12(3) of the I. D. Act. This settlement has been entered into between the Salem Mavatta Magnesite Pattali Thozhir Sangam, Salem and the Management in the presence of Assistant Labour Commissioner (Central-I) Madras. Ex. M-18 was in operation between 1-3-91 to 28-2-95 and in that settlement, the basic wage for the unskilled, semi-skilled and skilled category of workers were fixed at Rs. 23, Rs. 24 and Rs. 25 per day respectively. The said wages are much more than what is stated in the reference. So, the workers were not at loss even though the reference was of the year 1987. A settlement entered into between parties u/s. 12(3) of the I. D. Act, 1947 will bind the workers or unions therein and also the other workers and unions. In Jhagrakan Collieries

(P) Ltd., Vs. G. C. Agarwal and Others (1975 J LLJ P. 163) it was held by the Apex Court :

"Section 18 makes it clear that a settlement arrived at in the course of conciliation proceedings is binding not only on the actual parties to the industrial dispute but also on the heirs, successors, or assigns of the employer on the one hand, and all workmen in the establishment, present or future on the other."

The petitioner-union cannot disown the settlement Ex. M-18 by saying that they were not party to it. Ex. M-18 binds the petitioner-union also. We have already seen that at the time of reference no settlement was in operation. The argument of the respondent that Ex. M-20 was in operation continuously during that period also, since no notice was given to the workmen. While considering all the relevant facts the enhanced wages shown in the reference is just and equitable. The wage shown in the reference should be paid for the period from 6-5-87 to 30-6-89.

In the result, an award is passed for the period from 6-5-87 to 30-6-89 fixing the enhanced wages for unskilled at Rs. 12.25, for semi-skilled at Rs. 15.25 and skilled at Rs. 19.00 and Clerical at Rs. 19.00 per day. Fixed Dearness allowance of Rs. 293.80 per month and Variable Dearness allowance of Rs. 1.75 per point over and above 470 points of the All India Cost of Living Index (1960 = 100). No costs.

Dated, this the 12th day of September, 1996

S. THANGARAJ, Industrial Tribunal

#### WITNESSES EXAMINED

##### For Workmen :

WW-1—Thiru P. Rangaswamy.  
 WW-2—Thiru P. Ariya Goundar  
 WW-3—Thiru R. Singaravelu  
 WW-4—Thiru K. Karunakaran.  
 WW-5—Thiru M. Krishnan.  
 WW-6—Thiru K. Natesan.

##### For Management :

MW-1—Thiru A. Jagannathan.  
 MW-2—Thiru R. Subramani.  
 MW-3—Thiru N. Mani.

#### DOCUMENTS MARKED

##### For Workmen :

- Ex. W-1/17-8-87—Memorandum of Settlement u/s. 12(3) of the I. D. Act, 1947 between M/s. Burn Standard Co. Ltd., Salem, Dalmia Magnesite Corporation, Salem and Tamilnadu Minerals Ltd., Salem and the Petitioner-union and four others (Xerox copy).  
 Ex. W-2/20-8-87—Memorandum of Settlement u/s. 12(3) of the I. D. Act, 1947 between the petitioner-union and Mgt. No. 1 (Xerox copy).  
 Ex. W-3/—Salary slips of WW-1 Thiru P. Rangaswamy for the month of March 1991.  
 W-4/—Identity card of WW1 (xerox copy).  
 Ex. W-5/—Wage slip of WW-2 Thiru P. Ariya Goundar for the month of March 1991 (Xerox Copy).  
 Ex. W-6/22-6-89—Memorandum of Settlement u/s. 12(3) of the I. D. Act, 1947 between the Contractors of Management No. 1 and the petitioner-union and another (Xerox copy).  
 Ex. W-7/8-6-89—Letter from the Petitioner-union to the Assistant Labour Commissioner (C-II) regarding non-employment of 41 contract labourers (Xerox copy).  
 Ex. W-8/10-6-89—Letter from Petitioner-union to Management No. 1 regarding demonstration for reinstatement of 41 workers (Xerox copy).

Ex. W-9/14-6-89—Strike notice.

Ex. W-10/16-11-89—Letter from Petitioner-union to the Assistant Labour Commissioner (C-II), regarding interpretation of settlement Ex. W-6 (Xerox copy).

Ex. W-11/4-1-90—Reply by the Assistant Labour Commissioner (Central) Madras to the petitioner-union (Xerox copy).

Ex. W-12/19-10-90—Memorandum of Settlement u/s. 12(3) of the I. D. Act, 1947 between the Management M/s. Burn Standard Co. Ltd., Salem, Dalmia Magnesite Corporation Saleni and Tamilnadu Magnesite Limited Salem and the workmen represented by Magnesite workers Union (AJTUC) and three others (Xerox copy).

Ex. W-13/28-1-91—Letter from Petitioner-union to Management No. 1 regarding regularisation of contract workers.

Ex. W-14/11-2-91—Letter from Petitioner-union to Management No. 1 regarding absorption of Contract Labourers as Company Labourers.

Ex. W-15/16-3-91—Letter from Petitioner-union to the Assistant Labour Commissioner (C-II) Madras.

Ex. W-16/—List of members in Petitioner union for the year 1983.

Ex. W-17/26-11-83—Executive Committee Meeting of Petitioner-Union (Xerox copy).

Ex. W-18/28-11-84—Conciliation Failure Report (Xerox copy).

Ex. W-19/—Salary slip of Th. Krishnan for the months of May 1992.

Ex. W-20/—Identity card of Th. Krishnan (Xerox copy).

Ex. W-21/10-1-84—Letter from Petitioner-union to the Assistant Labour Commissioner (C-II), Madras (Xerox copy).

##### For Management :

Ex. M-1/30-8-85—Memo issued by Assistant Director of Geology and Mines, Salem (Xerox copy).

Ex. M-2/2-9-85—G.O. Ms. No. 4295 of the Department of Industries, Labour and Cooperation, Government of Madras regarding renewal of Mining lease applied by Management No. 1 (Xerox copy).

Ex. M-3/4-3-86—Xerox copy of G.O. Ms. No. 224, Industries (D-1) Department, Government of Tamil Nadu regarding reservation of certain lands in Jagir Ammapalayam Village, Salem for State exploitation of minerals (Gazette copy).

Ex. M-4/4-3-86—G.O. Ms. No. 225, Industries (D-1) Department, Government of Tamilnadu regarding rejecting the application for renewal of lease (Xerox copy).

Ex. M-5/17-3-87—Final order issued by the Central Government rejecting the management No. 1's revision application (Xerox copy).

Ex. M-6/21-3-86—Telegram from the Central Government regarding granting interim stay for G.O. Ms. No. 225, Industries (D-1) Department, dated 4-3-86 (Xerox copy).

Ex. M-7/5-5-87—High Court's interim injunction order in WMP No. 6747/87 in W.P. No. 4592/87 (Xerox copy).

Ex. M-8/16-12-87—High Court's Order in WMP. No. 6747/87 in W.P. No. 4592/87 regarding interim stay made absolute (Xerox copy).

Ex. M-9/12-6-63—G.O. Ms. No. 3140, Department of Industries, Labour and Cooperation, Government of Madras (copy).

Ex. M-10/30-10-71—Registration certificate issued to Management No. 1 (Xerox copy).

- Ex. M-11/21-9-85—Copy of letter from Management No. 1 to the workmen regarding termination of employment.
- Ex. M-12/28-4-87—Letter from Management No. 1 to the Regional Labour Commissioner (Central) Madras-6 regarding the re-opening of Mines from 28-4-86.
- Ex. M-13/22-1-91—Xerox copy of High Court's Judgment in W.P. Nos. 12139/85, 1409/85, 1911 to 1915/85, 1961 to 1965/85, 1817 to 1821/85, 2181/85, 2233/85, 3493/85 and 6157/85.
- Ex. M-14/25-1-91—Notice from Management No. 1 to Contractor Th. C. Raman terminating his contract.
- Ex. M-15/25-1-91—Notice from Management No. 1 to Contractor Th. K. Chinnapaiyan terminating his contract.
- Ex. M-16/25-1-91—Notice from Management No. 1 to Contractor Th. P. Arumugam terminating his contract.
- Ex. M-17/25-1-91—Notice from Management No. 1 to Contractor Th. R. Subramani terminating his contract.
- Ex. M-18/4-7-91—Memorandum of Settlement u/s. 12(3) of the I. D. Act, 1947 between Management No. 1, and the workmen represented by Salem Mayatta Magnesite Pattali Thozhir Sangam, Salem before the Asst. Labour Commissioner (Central-I), Madras (copy).
- Ex. M-19/ —Tabular statement showing the list of contractors and their engagement at various stages.
- Ex. M-20/20-5-81—Memorandum of settlement u/s. 12 (3) of the I. D. Act, 1947 between Contractors of Management No. 1 and their workmen (Xerox copy).
- Ex. M-21/14-5-84—Memorandum of Settlement u/s. 18(1) of the I.D. Act, 1947 between the Contractors of Management No. 1 and their workmen (Xerox copy).
- Ex. M-22/31-8-85—Circular issued by Management No. 1.
- Ex. M-23/21-9-85—Letter from Contractor Thiru C. Raman to the workers (Xerox copy).
- Ex. M-24/25-1-91—Notice from the Management No. 1 to the Contractor Th. P. Lakshmanan regarding termination of contract (Xerox copy).
- Ex. M-25/9-12-87—Xerox copy of licence issued to the contractor Thiru C. Raman.
- Ex. M-26/9-12-87—Xerox copy of licence issued to the Contractor Thiru K. Chinnapaiyan.
- Ex. M-27/14-12-87—Xerox copy of licence issued to the Contractor Thiru Arumugam.
- Ex. M-28/1-4-81—Copy of agreement between Management No. 1 and Contractor Thiru C. Raman.
- Ex. M-29/23-8-95—Memorandum of Settlement u/s. 12 (3) of the I. D. Act, 1947 between Management No. 1, and workmen represented by Salem Mayatta Magnesite Pattali Thozhil Sangam (PMK) and the Magnesite Thozhilalar Munnetra Sangam (LPP) (Xerox copy).

#### LIST OF CONTRACTORS

1. The Proprietors.  
Sri Ponkumar Magnesite Mines,  
Salem. 636008 Distt, Salem Tamilnadu.
2. Shri P. V. Damodharan
3. Shri K. C. Chinnapaiyan
4. Sri C. Mari
5. Shri K. Lakshmanan
6. Shri S. Pachiannan
7. Shri C. Kandan
8. Shri C. Ramon
9. Shri A. Kasipillai
10. Shri R. Subramani

11. Shri K. Sivaraj
12. Shri N. Mani
13. Shri A. Murthusamy
14. Shri D. Iyyandurai
15. Shri P. Arumugam
16. Shri Sevi
17. Shri Palanisamy.

Contractor  
Sri Ponkumar Magnesite  
Mines, Jagir  
Ammapalayam,  
Salem-636302  
District—Salem,  
Tamil Nadu.

नई दिल्ली, 20 मार्च, 1997

का. आ. 1075 :—श्रौद्धोगिक विवाद अधिनियम 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफसीआई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[सं. ए.ल.—42011/6/80-डी II ( बी )]  
बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1075.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on the 18-3-1997.

[No. L-42011/6/80-D. II(B)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 23 of 1981

#### PARTIES :

Employers in relation to the management of Food Corporation of India, Calcutta.

AND

Their workmen.

#### PRESENT :

Mr. Justice K. C. Jagadeb Roy  
....Presiding Officer.

## APPEARANCE :

On behalf of Management : Mr. A. Roy Mukherjee, Counsel with Mr. A. Roy, Advocate.

On behalf of Workmen : Mr. P. S. Sengupta, Advocate with Mr. M. Sinha, Advocate and Mrs. T. Dasgupta, Advocate.

STATE : West Bengal INDUSTRY : Food Corp.

## AWARD

By Order No. L-42011(6)80-D. II(B) dated 21 May, 1981 the Central Government in exercise of its powers under Section 10(1)(d) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the refusal by the Zonal Manager, Food Corporation of India, 10, Middleton Row, Calcutta-700071 to pay overtime wages at one and half times the ordinary rates of wages to the workmen of Calcutta Complex depots of the Food Corporation of India for work done on Sunday (i.e. rest day) and festival and national holidays with effect from 1975 is legal, proper and justified ? If not, to what relief are the workmen entitled ?"

2. The workmen and the management namely Food Corporation of India have filed their written statements, followed by rejoinder of the management as well as by the workmen.

3. The workmen in their written statement have stated that several thousands of handling mazdoors are employed by the Corporation in each of their depots. These handling mazdoors of the Calcutta Complex depots were departmentalised with effect from 15-1-1970 and numbers 3227 at the time of filing the written statement and were paid wages in terms of the recommendation of the Central Wage Board for Port and Dock Workers and thereafter the Wage Revision Committee for Port and Dock Workers of the major ports which included the Port of Calcutta as was accepted by the Port authorities. Because of the said recommendation, they were entitled to one and half times wages for work on holidays, including the work on Sundays (i.e. rest day) and festival and national holidays. These workmen were paid this overtime wage for the works done by them on Sundays, festival and national holidays when the management discontinued the same with effect from 1975 arbitrarily, without assigning any reason and in clear contravention of the provisions contained in Section 9A of the Industrial Disputes Act, 1947. In the present reference, therefore, their grievance is that they should be entitled to receive overtime wages at one and half times the ordinary rate of wages for their work done on Sundays (i.e. rest day), festival and national holidays as usual and the refusal of the management to pay the same with

effect from 1975 should be declared to be illegal, improper and unjustified.

In paragraph 14 of the said written statement the workmen have claimed that while giving the aforesaid direction, the Tribunal shall give an award directing the Corporation to pay to the workmen the overtime wages at one and half times the ordinary wage for the work already done on such days with effect from 1975 as arrears and pay over and above, the interest at the rate of 15 per cent on the amount due to them.

4. The management in their written statement however taken a stand that this claim of wage is not an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act and the Tribunal has no jurisdiction to adjudicate over the issue of non-payment of such overtime wage since it is recoverable under Section 15 of the West Bengal Shops and Establishments Act and in the alternative under Section 33C(2) of the Industrial Disputes Act. This point, however given up by the management as no argument was advanced by them to substantiate either of these points except raising it in the written statement.

In paragraph 9 of the written statement, it has been averred by the management that a settlement had been arrived between the F.C.I. and its workers dated 15-2-1972 wherein it was agreed in paragraph 17 of the same that the overtime allowance shall be in accordance with the provisions of West Bengal Shops and Establishments Act, which settlement has been annexed as Annexure 'C' to the written statement, though not marked as exhibit. It is urged by them that according to the prevailing system the workers who are not doing 42 hours of work in a particular week, were getting extra wages at a single rate for working on Sundays and festival holidays for that particular week and admitted in paragraph 16 that for working on national holidays, however, the management has been paying one and half times the ordinary rate of wages as provided under the West Bengal Shops and Establishment Act. As such, no further adjudication for working on national holidays is required in the circumstances.

5. The workmen have filed certain documents marked as Exhibits W-1 to W4. Ext. W-1 is a memorandum of settlement between the management of FCI and the workmen dated 14-11-1970. In paragraph 4 of which the FCI had agreed to extend the benefit of annual leave and holidays to the departmentalised labourers on the scale prevalent under the scheme of the Dock Labour Board, Calcutta with effect from 16-1-1970 and agreed in paragraph 5 that other fringe benefits on the pattern prevalent on the Dock Labour Board, Calcutta to be extended to the workmen from the date to be mutually agreed upon within 15 days from the date of settlement.

Ext. W-2 is the report of the Wage Revision Committee for the Port & Dock Workers of which paragraph 8.34 reads as follows :

"8.34 (i) Payment for work on a weekly day of rest or on a festival or national holiday shall be made to all employees at the rate of one and half times the daily rate and a compensatory day off shall be given if it is not feasible to give a compensatory day off, the rate shall be two and a half times the daily rate for employees entitled to a paid weekly day of rest or a paid festival or national holiday and one and a half times the daily rate for those not so entitled."

Ext. W-3 is a letter of the R.L.C., Calcutta to the Deputy Manager, Labour, F.C.I. which may not be very necessary for discussion in this case.

6. The management, from their side have exhibited quite a large number of documents numbering 37. Most of these documents are circulars which have no direct bearing on the point in issue. Ext. M-4 is a circular which wanted to bring a change in payment of the overtime wage and this circular dated 23-2-73 has been the reason for agitation amongst the workmen which has led to this reference. Other documents marked exhibits are correspondences from the union and the management and do not hold any bearing on the decision in this reference.

7. The law is well-settled that the Tribunal cannot go beyond the reference as has been held by the Hon'ble Supreme Court in Delhi Cloth and General Mills Company Ltd. v. Workmen and Others reported in AIR 1967 SC 469. In paragraph 18 the Hon'ble Supreme Court indicated their opinion as follows :

"....In our opinion, Tribunal must, in any event, look to the pleadings of the parties to find out the exact nature of the dispute, because in most cases the order of reference is so cryptic that it is impossible to pull out therefrom the various points about which the parties were at variance leading to the trouble....."

8. In the present case, the reference is not cryptic and the pleadings of the parties are also very specific which also does not vary with the report of reference. As I have already indicated, the workman had asserted in paragraphs 8 and 9 of their written statement that the rate of payment of overtime calculated at the rate of one and half times the normal wage for the work on Sundays, festival and national holidays which was in vogue prior to 1975 was discontinued since 1975 by issuance of the order dated 23-2-1973 by the management (now marked Ext. M-4) is most arbitrary and without assigning any reason and in

contravention of the Section 9A of the Industrial Disputes Act, 1947. This assertion of fact has not been challenged by the management specifically in the written statement of the management, though paragraph 9 of the rejoinder of the management stated that the allegation made in paragraph 9 was denied. Nothing has been stated what was being paid prior to 1975 and by making an wild denial and merely stating that the provision of Section 9A was not called for and unwarranted, is not correct answer or reply to paragraphs 8 and 9 of the written statement of the workmen. In paragraph 8 of the rejoinder of the management also, there is no specific denial of the positive assertion made by the workmen.

9. Regarding the hours of work, the evidence of the parties are very clear. From the side of the workmen one Dulal Nath, Assistant Secretary of the Food Corporation of India Workers Union was examined as WW-1. According to him all these workmen numbering about 3227 are members of their union. The workmen were paid a guaranteed 21 days of wage in a month, whether they were given any work or not and were given 4 to 5 weekly off day depending on the number of Sundays on that month. For rest of the days of the month, each one of the workman was permitted to receive attendance allowance at the rate of half the wages. Except the Sundays, festival and national holidays, the workmen were required to report for duty on every other day and were allowed sick leave, privilege leave and casual leave by the F.C.I. The workmen were paid one and half days wage as overtime wage upto 1975 for their work on Sundays, festival and national holidays in addition to the normal wages. From 1975, the FCI has been paying one and half days wages for Sundays, festival and national holidays provided the workmen were given work from Monday to Saturday but give only one day's wage to the workmen for their work on Sundays and festival holidays if they were not given the work for a single day during the period Monday to Saturday but as far as the national holidays are concerned, they are given one and half days wages. By referring to Ext. W-1 the settlement, he stated that all the benefits were however available because of the agreement dated 14-11-1970 to these workmen as was available to the workmen under the Dock Labour Board.

In the cross-examination, he categorically stated, before 1975 the employees of every depot used to be paid one and half days wage as overtime wage for their work on Sundays, national and festival holidays. The payment of overtime wage was for the period of work before 9 A.M. and after 5 P.M. which is governed by the Shops and Establishment Act and the payment of overtime wages for work on Sundays and festival and national holidays is governed by the settlement of the Calcutta Dock Labour Board and by the Award of the Tribunal (when they have marked Ext. W-4).

10. The management had examined Shri Banerjee the Chief Labour Inspector as MW-1. He also agreed in his deposition that there are about 3000 workmen working under the Calcutta Complex and at the time of decasualisation which started in 1970 and continued till 1971, the workmen who were working on Sundays, holidays and national holidays were given one day's basic wage and one day's dearness allowance and because of the Ext. M-3 the settlement dated 15-2-1972 between the F.C.I. workers and the management it was decided that the workmen would receive overtime on the basis of the West Bengal Shops & Establishments Act and he referred to Ext. M-1 and M-2 in support of his contention. He also referred to Ext. M-3 which deals with the payment of overtime wage in item No. 19. According to which it was decided that the question of payment of overtime wage as per the provisions of the West Bengal Shops & Establishment Act, subject to the approval of the F.C.I. Head Quarters. This witness stated very specifically that the ordinary working hours for Calcutta Complex is 7 hours in a day which is not inclusive of rest period and 42 hours of work in a week which is not also inclusive of rest. According to this witness therefore, a person cannot be allowed to work more 7 hours a day excluding the rest hours and 42 hours in a week namely Monday to Saturday, which is also not inclusive of the rest period. He stated in chief again that if a person works more than 7 hours, he is paid overtime. He stated again that if a workman performed duties for 42 hours and then asked to work on Sunday, he would be paid overtime at the rate of Rs. 60 per hour. He further stated at the same breath that if he had not performed 42 hours of work and asked to work on Sunday, he will get one extra day's wage. In the case of festival holidays, according to him the same rule applied but not so in the case of national holidays. Again he stated that if a workman completed 48 hours of work in a week and asked to work on Sunday, he is paid at the overtime rate i.e. one and half time the normal wage. In the case of national holidays, the overtime is paid at one and half times the normal wage.

In the cross-examination he has stated "Sunday" is weekly day of rest in the establishment and Sunday is not normal working day and if a person is asked to work on Sunday, his working on the day on which he is not expected to work. He however admitted that it was true that if a person perform his duties over his normal working hours, he is paid overtime. But if a person is absent on a working day and perform duties on Sunday, he is not paid overtime. On his cross-examination on 27-6-1994 by referring to the circular of the management, he stated that the circular has been signed by the Deputy Manager, Labour stating that if a person works for more than 76 hours he would get overtime. He marked these documents as Exts. M-37, M-38 and M-39.

11. From these depositions it is quite clear that the normal working hours of a workman working in the Calcutta Complex of the F.C.I. is 7 hours a day and 42 hours a week and if any body does any amount of work more than this period in a day, he would be entitled to overtime. This is the categorical assertion of the management witness in the box and he has stated that for the national holidays if a workman is asked to work he is given one and half times the normal wage as overtime wage.

12. No basis is shown if on a national holiday a workman has been given one and half times of the normal wage as the overtime wage, why should that not be made available for festival holidays or the weekly rest day namely Sunday when the workman is not bound to work as much as he is not required to work on national holiday.

13. The management's contention since a person is to work for 42 hours in a week from Monday to Saturday, both days inclusive and has been either on leave or has not been provided with work for the prescribed period of 7 hours in a day or 42 hours in a week should compensate his work by working in a Sunday or a festival holiday by getting only the wage for that work and not treating this to be overtime, stands on no reason.

14. In Philips India Ltd. v. Labour Court, Madras, reported in AIR 1985 SC 1034 the Hon'ble Supreme Court in paragraph 12 has stated thus :

"..... It is open to the employer to prescribe working hours for a day or total number of working hours in a week less than the ceiling prescribed by the Statute. Section 14 puts an embargo on the employer's right to prescribe working hours beyond therein prescribed, subject to however, to its liability to pay higher rate of wages for the overtime work done....."

The gist of paragraphs 12 and 13 of the said judgement has been summarised in plasitum 'A' of the said judgement, which reads as follows :

"Even though the expression 'overtime' i.e. not defined in the Act, its connotation is unambiguous. In no uncertain term it means in the context of working hours, period in excess of the prescribed working hours. The proviso to Section 14(1) makes it abundantly clear that any work taken in excess of the working hours prescribed in the main part of sub-section (1) of Section 14 would constitute overtime work. 8 hours a day and 48 hours in

a week would constitute normal working hours. Anything in excess of 8 hours a day but not exceeding 10 hours a day and 48 hours a week and not exceeding 54 hours a week will constitute overtime work. This becomes clear from the language used in the proviso when it says that the bar imposed by sub-section (1) of Section 14 may be breached to the extent is "no such person" meaning thereby that person, who would be required to work 8 hours a day or 48 hours a week, may be allowed to work in excess of that limit subject to the payment of overtime wages."

15. Therefore, there is no basis for the management to urge that just because the management failed to provide sufficient work to keep the workman engaged for 7 hours a day (excluding the rest period) and 42 hours for the week (excluding the rest period), which is no fault of the workman so as to be compelled by the management to work on a Sunday or a festival holiday or national holiday just by receiving a day's wage without claiming the overtime.

16. It is needless to say that this rate of one and half times the ordinary rate of wage as overtime is also provided under the West Bengal Shops & Establishment Act, which the management relies and is also supported by the report of the Wage Revision Committee for the Port and Dock workers at major ports issued in January 1977 marked Ext. W-2 wherein the paragraph 8.43 had also stated that overtime rate should be one and half times the ordinary rate. No evidence is also led by the management to show that the existing condition of one and half times of the ordinary wage as the overtime wage for working on Sundays and festival days was changed by following the procedure contained in Section 9A of the Industrial Disputes Act. Therefore, the circular of the Corpn. marked Ext. M-3 changing the condition of service had no legal basis and unlawful.

17. I therefore answer this reference by holding that the workmen of the Calcutta Complex of the Food Corporation of India are entitled to the overtime wage at the rate of one and half times the ordinary rate of wage for working on Sunday, festival or national holidays and the refusal to pay the same from 1975 onwards by the management of Food Corporation of India is not justified.

18. In the result, the workmen who have so worked on Sundays, festival holidays and national holidays, if not yet been paid their overtime wages at the rate indicated above, should receive them from the management alongwith interest calcula-

ted at 10 per cent per annum from the day felt due till the date of payment.

19. In the meanwhile the West Bengal Shops & Establishments Act has been amended by the West Bengal Act 23 of 1988, increasing the rate of overtime to twice the ordinary rate of wage. Section 13 of the West Bengal Shops & Establishments Act reads as follows :

"13. Wages for overtime work—When any person employed in a shop or an establishment is required or permitted to work overtime in such shop or establishment, the wages payable to such person in respect of such overtime work shall be calculated at twice the ordinary rate of wages payable to him, and such ordinary rate of wages shall be calculated in such manner as may be prescribed :

Provided that this section shall not operate to the prejudice of any higher rate of overtime wages granted under any agreement, award, custom or convention.

Explanation—For the purpose of this section 'overtime work' shall include any work done on any day declared by the notification by the State Government to be a National holiday."

Since it is the admitted case of both the parties that the rate of overtime shall be governed by the provisions of the West Bengal Shops & Establishment Act, the workmen therefore entitled to the overtime wage at the amended rate from the date the amended provision came into force.

The reference is answered accordingly.

Dated, Calcutta,

The 26th February, 1997.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का. आ. 1076.—आंदोलिक विषाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफसी आई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्विष्ट आंदोलिक विषाद में केन्द्रीय सरकार आंदोलिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[सं. एल.-42011/11/81-एफ सी आई-डी IV (ए)]

बी. प्रम. डैविड, ईस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the indus-

trial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on 18-3-1997.

[No. L-42011/11/81-FCI-DIV(A)]

B. M. DAVID, Desk Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 41 of 1981

#### PARTIES :

Employers in relation to the management of Food Corporation of India, Calcutta.

AND

Their workmen

#### PRESENT :

Mr. Justice K. C. Jagadeb Roy,  
Presiding Officer.

#### APPEARANCE :

On behalf of the Management.—Mr. P. P. Ginwalla, Counsel with Mr. B. N. Bagchi, Advocate.

On behalf of Workmen.—Mr. P. S. Sengupta, Advocate with Mr. Arunava Ghosh, Advocate.

State : West Bengal. Industry : Food Corp.

#### AWARD

By Order No. L-42011/11/81-FCI:D.IV(A) dated 2nd October, 1981 the Central Government in exercise of its powers under Section 10(1)(d) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Food Corporation of India, Calcutta in not making ex-gratia payment in lieu of bonus on attendance allowance to their workmen employed in 20 Depots in Calcutta Complex on the plea that the same does not form part of "salary or wage" as defined in the Payment of Bonus Act, 1965, is justified? If not, to what relief are the concerned workmen entitled?".

2. Both the workmen and the management filed written statements, followed by rejoinders also by both. Lots of exhibits are also filed by both the parties and both the parties have also led evidence.

3. After going through the pleading and the evidence, both documentary and oral, I find that answering of this reference does not depend such on

the evidence on record as the evidence led only show various status how the workmen were making their claim after the departmentalisation and how the management reacted to their demands. In the present case, the answer mostly depends on the interpretation of word "Wage" and the meaning of the expression "Attendance Allowance" to the workmen employed in the 20 Depots of the Calcutta Complex of the Food Corporation of India.

4. The claim of the management has been placed by the learned counsel Mr. Jinwalla that in another case before the Arbitrator, the expression attendance allowance was considered wherein the learned Arbitrator had stated that this allowance cannot be regarded as wage. Relying on this finding of the learned Arbitrator published in the Extraordinary Gazette of India dated 2nd February, 1974, learned counsel for the management submits that since this is not part of the wage, there is no question of making any ex-gratia payment in lieu of bonus to the workmen on this amount. He also argues that the Bonus Act has no application to the F.C.I. therefore the question of giving bonus or any thing in lieu of bonus does not arise.

5. Mr. Sengupta, learned counsel and Mr. Ghosh, learned counsel appearing for the workmen opposes this argument of the management on the ground that the definition of wage as contained in Section 2(rr) includes attendance allowance, though the Bonus Act has no application to the F.C.I., thereby excluding the operation of the definition contained in the Bonus Act. It is admitted by them that this attendance allowance is paid to the workmen for 4 to 5 days of the month for having reported to work and not being provided any work in the same manner as being laid-off. As such, this attendance allowance which should be treated as laid-off wages would be included in the definition of wage so as to attract the ex-gratia that is being paid to the Port & Dock Workers of the major ports in India, since the wages of the concerned workman of the FCI are fixed and are paid as per the recommendation of the Wage Revision Committee for the Port & Dock Workers of the Major Ports in India and as has been accepted by the Government of India. According to the workmen as per the said recommendation "Attendance allowance" which is paid to the Port & Dock Workers for 4 or 5 days in a month, are similarly being paid to the concerned workmen of F.C.I.

6. It has been admitted by the management through their witness MW-1 who is a Deputy Manager of the F.C.I., Zonal Office, Calcutta who has stated in evidence that there was a payment system followed in connection with the departmentalised workers including the Depot workers. The order regarding this payment system was issued on 2nd June, 1971 by circular marked Ext. M-5. The wages of the departmentalised workers are based on 21 days minimum guaranteed shifts wage

plus 4 days weekly off, totalling 25 days in number. For the rest 5 days of the month the workers are paid attendance allowance for each of these days provided them reported to work but not booked for work. The said attendance allowance was earlier known as "Disappointment allowance" and this payment system was introduced following the payment system as adopted by the Wage Revision Committee for the Major Ports and Dock Labour Board. There were different circulars issued in the year 1977 in which the revision of wages and other allowances were made from time to time. The circular dated 1-12-1977 was marked as Ext. M-7 according to which circular the contents for Contributory Provident Fund deduction was the basic wage, D.A., variable D.A. payable for the days of minimum guarantee, days of booking, weekly holidays and days of leave. As per the circular dated 7-10-1971 and 25-10-1970 and 14-5-1973, they received instruction to take into consideration the attendance allowance for computing contribution of the C.P.F. and payment of exgratia/bonus to the concerned workmen which has been marked Exts. M-8, M-9 and M-10 respectively. This provision of exgratia/bonus was introduced since 1970/71. Attendance allowance was never taken into consideration of wages for computing exgratia since 1970-71, Ext. M-2 is the circular of the F.C.I. dated 25-6-1973 regarding the attendance allowance given to the union and the FCI circular dated 3-10-1977 regarding payment of exgratia/bonus is exhibited as M-3 and for the first time the workmen raised their claim for taking into consideration the attendance allowance for payment of exgratia/bonus in the year 1981 which led to this dispute. This witness however admitted in cross-examination dated 12-9-1988 that the "Attendance allowance" is the wage for the workmen but not for all purposes. As such, exgratia was not computed on the basis of the attendance allowance. He admitted that attendance allowance is variable according to the wages as per clause 9 of the circular Ext. M-6. According to him the settlement as per Ext. W-2 dated 14-11-1970 which is a tripartite settlement between the management, workmen and the A.L.C. did not mention anything regarding attendance allowance. He however admitted that FCI had agreed to give other fringe benefits on the pattern prevalent in the Calcutta Dock Labour Board. He admitted in cross-examination dated 18-1-1989 "attendance allowance" and "disappointment wages" are the same and referred to paragraph 2 of the circular of the F.C.I. Ext. M-13 in support of the contention. What was earlier known as disappointment wages is now termed as attendance allowance from June 1971 in accordance with the Dock Labour Board scheme. He admitted in his evidence that Dock Labour Board took into consideration the attendance allowance in making the exgratia payment. He said even now, in certain ports the word "disappointment wage" is still used in place of attendance allowance.

7. The workmen examined the Assistant Secretary of the Union Shri Dulal Nath as their witness No. 1. He stated that as is evident from Ext. W-8 and Ext. W-9 a memorandum of tripartite settlement, the wages, allowances and other fringe benefits would be paid to the employees in accordance with the payments made by the Dock Labour Board and referred to the discussion contained in Ext. W-6 and to the circular dated 25-6-1973 Ext. W-7 issued by the Zonal Manager, F.C.I. This witness stated that it related to the payment of bonus (exgratia) to the departmentalised workers of the F.C.I., C.W.C. and S.W.C.

8. Coming first to the Award of the Arbitrator relied on by the management in the case between the F.C.I. and its employees referred to earlier and published in Extra-ordinary Gazette of India dated 2-2-1974, the Issue No. 5 is relevant for our purpose. The learned Arbitrator took this Issue No. 5, if "attendance allowance", disappointment wage and C.C.A. be added towards the Wages of a workman for the purpose of C.P.F. deduction. As I have already stated, the learned Arbitrator held that this attendance allowance was in the nature of compensation for the expenses of travel, to and from to the place of work and was not regarded as Wage for any work done and accordingly that this could not have been taken into consideration in calculating the C.P.F. deduction. In this case, as appears in the second paragraph of the discussion in the issue, the learned Arbitrator observed that taking attendance allowance, it was agreed that this allowance was granted to a worker when he attends the works of the Corporation fails to provide him the work and went on to discuss that even in the claim statement of the union it was stated that the attendance allowance was the wage payable when a worker reports for work as per the schedule requirement and is not offered employment but the use of the term "wage" according to the learned Arbitrator was only inappropriate. In that case the attendance allowance was at the rate of Rs. 1.25 per shift for every worker will be admissible on the day he reports for work but is not booked for any of the three shifts of the day. He therefore, came to the conclusion that this amount was given to the worker not as compensation for any work that he does, but solely for the reasons that he reported to work in order to discover whether work is available or not and when the time of the workman is not taken for any work on behalf of the employer, any allowance that was granted solely for the reason that he reported for duty could not be regarded as wage for any work done. As such, it was in the nature of compensation for the expenses of travel to and from to the place of work.

9. In the present case, the evidence are otherwise. As I have already indicated, the management witness stated in the evidence that for the rest of the 5 days of the month, excluding the 25 days,

for every day of his presentation for work for which no work was provided, attendance allowance was given, which was earlier known as disappointment wage. It is not actually a nominal amount paid for covering expenses of the journey to and fro. He admitted that because of the head office circular dated 7-10-1971, 25-10-1971 and 14-10-1973 Exts. M-8, M-9 and M-10 even for computing contribution to the C.P.F. the attendance allowance was taken into consideration. True, that for exgratia and bonus, attendance allowance was not considered, for which obviously the demand is made, refused and the reference is made. He has admitted in his cross-examination on 12-9-1988 that attendance allowance was wage of the workman but not for all purposes, stating that exgratia was not computed on the basis of the same. He also stated that the attendance allowance is variable according to the wage as per circular Ext. M-6, so the amount paid to a workman as attendance allowance, it is not just a compensation to the expenses to and fro to the place of work. He has also stated in his deposition on 18-1-1989 that the attendance allowance was also known as "disappointment wage". Therefore, on the facts of that case for which the Arbitrator had passed his Award in Madras and the one in the present reference are not exactly the same and that Award cannot be followed literally in this adjudication and must be considered in its own merit.

10. "Lay-off" has been defined in Section 2(kkk) of the Industrial Disputes Act, 1947 which means failure refusal or inability of the employer on account of shortage of coal, power or raw materials or the accumulative of the stocks or break-down of the machinery or the natural calamity or any other connected reasons to give employment to the workman whose name is borne out in the master rolls. What is to be paid to the workmen in this connection is mentioned in Section 25C of the Industrial Disputes Act, 1947 which is quoted below :—

"25-C. Right of workmen laid off for compensation—Whenever a workman other than a badli workman or a casual workman whose name is borne on the muster rolls of an industrial establishment and who has completed not less than one year of continuous service under an employer is laid off, whether continuously or intermittently, he shall be paid by the employer for all days during which he is so laid off, except for such weekly holidays as may intervene, compensation which shall be equal to fifty per cent of the total of the basic wages and dearness allowance that would have been payable to him had he not been so laid off :

\* \* \* \* \*

No doubt this very section speaks of the right of the workman laid off to receive compensation for all days during which he is so laid off. This compensation is calculated not on the basis of what the workman suffers monetarily for coming to the place of work and returning back home but they treat this compensation being equal to 50 per cent of the total of the basic wages and dearness allowance that would have been payable to him had he not been laid off.

11. Therefore, even though the language used is compensation, this is not in the exact character of compensation as is known in the law of Torts or law of Contract. It is to compensate the workmen for the loss he sustained for not doing the work and earning the wage for that day. In other words, because he does not work physically though prepared to work, because of some special contingency on the part of the management, he is given half of the basic wage which dearness allowance to compensate him for the loss of that day's wage and rightly therefore it is treated as lay-off wage as has been done in the case of Port & Dock Workers of the Major Ports in India whose condition of receiving he wage etc. is now being followed by the F.C.I. in the same manner to the workmen working under the F.C.I.

12. It is the admitted position by the management that the management has taken into consideration this attendance allowance even for contribution to the C.P.F. as stated by the MW-1. When it is wage for other purposes, there is no reason why the workmen should be deprived of the benefit of attendance allowance in calculating exgratia bonus.

13. As I have already stated, the workmen were getting the bonus and exgratia similar to the workers of the Dock Labour Board, which has not been contradicted by cross-examination by the management. Ext. W-7 shows that a circular had been issued on 25th June 1973 under the signature of the Deputy Manager for Zonal Manager of the F.C.I. communicating the decision of the management of F.C.I. to pay bonus/exgratia at the rate of 8.33 per cent for the accounting year 1973-1974 to the departmentalised workers at various ports and depots. Therefore, if the exgratia is payable and because of the very special nature of the attendance allowance, it should not be treated as purely compensatory allowance but as a part of the wages to the workmen.

14. Since Bonus Act is not to be applied to the F.C.I., the definition of wage contained in that Act cannot be taken for consideration of this attendance allowance. Therefore, the only definition that has to be relied now for consideration of this allowance is the definition of wage as contained in Section 2(rr) of the Industrial Disputes Act, 1947.

The wage is defined in the Industrial Disputes Act, 1947 as follows :—

“2(rr) “Wages” means all remuneration capable of being expresse in terms of money, which would, if the terms of employment, expressed or implied, were fulled, be payable to a workman in respect of his employment, or of work done in such employment, and includes :—

- (i) such allowances (including dearness allowance) as the workman is for the time being entitled to ;
- (ii) the value of any house accomodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles ;
- (iii) any travelling concession ;  
but does not include—
  - (a) any bonus ;
  - (b) any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force ;
  - (c) any gratuity payable on the termination of his service ;
- (iv) any commission payable on the promotion of sales or business or both.”

Because of clause (i) of Section 2(rr) “wage” includes all allowances (including dearness allowance) as the workman is for the time being entitled to. Therefore, there is no reason why this attendance allowance should not be included in the definition of “wage”. While interpreting a beneficial legislation like the Industrial Disputes Act, 1947, an interpretation shall be followed which should be more beneficial for the workman for whose benefit this Act has been made. Accordingly, the attendance allowance should be treated as part of the “wage”.

15. In view of this, it is reasonable to hold that this attendance allowance cannot be treated as a simple compensatory allowance and be treated as part of the wage of the workmen even for the purpose of calculation of the exgratia that is to be paid to each one of them.

16. In the result, I hold that the action of the management of Food Corporation of India, Calcutta in not making exgratia payment in lieu of bonus on attendance allowance to their workmen employed in the 20 Depots in Calcutta Complex on the plea that the same did not form part of the “salary” or “wage” as defined in the Payment of Wages Act, 1965 is not justified. The

workmen accordingly should be entitled to this exgratia on this attendance allowance from the date of their demand from October, 1980 since the workmen for the first time raised their demand by their letter dated 5-9-1980 as mentioned in paragraph 10 of their written statement.

The reference is answered accordingly.

K. C. JAGADEB ROY, Presiding Officer  
Dated, Calcutta,  
The 28th February, 1997.

नई दिल्ली, 20 मार्च, 1997

का. प्रा. 1077.—श्रीद्वारोगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक भी आई के प्रबन्धतात्व के सबूल नियोजकों और उनके कमंकारों के बीच, यन्मंथ में निर्दिष्ट श्रीद्वारोगिक विवाद में केन्द्रीय सरकार श्रीद्वारोगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 18-3-97 को प्राप्त हुआ था।

[म. एन-42012/33/85 डी (V)]  
वी. एम. ईविड, इंस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 18-3-97.

[No. L-42012/33/85-D.V.]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 27 of 1988

Parties :

Employers in relation to the management of Food Corporation of India, Gauhati and their workmen.

Present :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

Appearance :

On behalf of Management.—Mr. A. N. Mitra, Advocate.

On behalf of Workmen.—Mr. H. Rahman,  
Advocate.

STATE : Assam

INDUSTRY : Food

## AWARD

By Order No. L-42012/33/85-D.V. dated 18 February, 1987 the Central Government in exercise of its power under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Food Corporation of India, G. S. Road, Ulibari, Shillong to stop work Shri Gauri Rai & 34 other workers given in the annexure with effect from May, 1982 is justified? If not, to what relief the workmen are entitled?"

## ANNEXURE

## Sl. Name of the Workmen

1. Shri Bindu Rai
2. Shri Bhukhil Rai
3. Shri Jaydev Mahato
4. Shri Rajdhani Shah
5. Shri Jailal Rai
6. Shri Kapil Dev Rai
7. Shri Hiralal Sahani
8. Shri Mahendra Pandit
9. Shri Ramashree Rai
10. Shri Ramchandra Rai
11. Shri Ramnepal Singh
12. Shri Mahendra Rai
13. Shri Lakhdeo Rai
14. Shri Nandalal Sohanai
15. Shri Madan Rai
16. Shri Sirjanan Mahato
17. Shri Dhora Rai
18. Shri Janakhari Mahato
19. Shri Jogbi Sahani
20. Shri Ramnath Mahato
21. Shri Janak Mahato
22. Shri Kira Sahani
23. Shri Nagina Rao
24. Shri Bhola Rai
25. Shri Rupnarayan Rai
26. Shri Harindra Rai
27. Shri Anadi Rai
28. Shri Akli Manesha
29. Shri Nayalal Sahani
30. Shri Sebak Ram
31. Shri Chanelika Rai
32. Shri Dinesh Sahani
33. Shri Bisundeo Mahato
34. Shri Janak Ram

2. The workmen and the management have filed their written statement, followed by a rejoinder by the workmen.

3. The case of the workmen is that the 35 workmen mentioned in the annexure to the schedule of reference were engaged by the F.C.I. to do the work of loading and unloading at the Tinsukia Depot of the Food Corporation of India. Originally there were about 73 workmen working at the said Depot under the F.C.I. who were members of the Food Corporation of India Workers Union, but as the said union could not look to their benefits, 42 workmen out of the same left the said union and joined the new union in the name and style of Food Corporation of India Workers and Employees Union. Earlier one Suraj Rai was the Labour Sardar who belonged to the earlier union, had been aggrieved by the formation of the new union and the departure of the 42 workmen including the present 35 members join the newly formed union. He accordingly with the help of the FCI officers stopped their engagement with FCI with effect from May, 1982. The workmen in this reference case urge that this refusal to engage them amounted to termination of their employment which was without any basis and without following any procedure laid down in law. Their grievance is therefore, that they need be reinstated in their jobs with the full back wages and other benefits if any.

3. The management denied the entire allegation of the workmen contained in their written statement and stated that 35 workmen were never employees of the F.C.I., there was no master and servant relationship between them. They had not renounced or terminated their services and the relief claimed by them had no foundation in law and be denied.

4. Both the workmen and the management have examined two witnesses each from their sides and the workmen have made 5 documents as their exhibits marked as Ext. W-1 to W-5. Of these documents W-1 is a letter purported to have been signed by Shri Gauri Rai addressed to the District Manager, F.C.I. Jorhat, requesting payment of the bills for the month of July 1981 and August 1981. This document is not signed by Gauri Rai and merely a typed copy of the letter, the contents and genuineness of which has also been denied by the Management witness No. 2 who was the Depot incharge. Ext. W-2 is a letter purported to have been send by the FCI workers and Employees Union addressed to the Assistant Manager, Pay Office, requesting to stop payment of their wages and bonus through Suraj Rai of Tinsukia. This letter again was not signed by anybody and the genuineness of which is also denied by the MW-2. Ext. W-3 is a letter purported to have written by the Labour Enforcement Officer (C), Dibrugarh, who is also the conciliation Officer addressed to the Regional Manager, Food Corpora-

of India, which is also not signed by any authority and is denied by the witness MW-2 in his cross-examination, who said that he was not aware of any discussion referred to in the said exhibit. In that letter it had been mentioned that there was a discussion held in the office of the Regional Manager, FCI, Ulubari on 4th June, 1983 wherein it was agreed that as per the list enclosed, the workmen would be taken back on duty with immediate effect at F.S.D., Tinsukia. A list of 53 persons were annexed to that letter.

Ext. W-4 is a letter purported to have been written by the Assistant Manager, Pay, addressed to the Labour Sardar directing the Labour Sardar to do justice and to absorb the workmen to their work immediately with intimation to the Regional office. This letter was again not signed by anybody and has been addressed to two Labour Sardars, Duly Rai of Dibrugarh and Gauri Rai of Tinsukia. The said letter referred to the "underlisted labourers" but that list which was supposed to be given indicating the names of the labourers, is not annexed to the Ext. W-4 MW-2 who was the Depot In-charge stated in his evidence that he did not receive any such letter.

Ext. W-5 which is the last exhibit from the side of the workmen which is a letter stated to have been written by Gauri Rai to the Deputy Manager, FCI, Gauhati, stating that he alongwith 34 labourers reported to duty to the Depot. Incharge, Tinsukia, who were refused work until allowed by Shri Suraj Rai, MW-2 however stated in his deposition that he had no knowledge about such a letter.

Ext. W-4 which was the letter addressed to the Labour Sardars to give the workmen work was addressed to Gauri Rai and Duly Rai. I do not find any reason as to why the person who is canvassing the case of the 35 persons including himself should be so directed by the letter of the Assistant Manager for providing work to him & other. These documents exhibited on behalf of the workmen therefore are of no significance in favour of the workmen as they are not proved nor have been consented to by the management to be exhibited as evidence in favour of the workmen.

5. The management filed four documents, none of which has been marked. These documents are the receipt of payment made to the workers for March, 1982, and June 1981 and Main Cash Voucher dated 21-6-1982. None of the documents marked Exhibits therefore cannot be accepted for consideration.

6. From the pleadings of the parties and written notes filed by them it reveals that the F.C.I. earlier to the Direct Payment System, recruited the labourers through the Labour Sardars who used to engage his labourers for the work of the F.C.I. and

used to receive the wage money after the end of the month and used to distribute amongst the workers. It is the case of the workmen that later on when the Direct Payment System was introduced, the workmen were paid directly. There is no materials led by the workmen through their union telling when these 35 persons started their engagements with the F.C.I. and no materials is available in support of the contention that in fact these 35 persons in particular were allowed to work with the F.C.I. either through the Labour Sardar Suraj Rai or any other. No material is laid to show how long for they had worked and whether the F.C.I. had any control over their work and if their jobs were terminated after they were made Direct Payment Workers. The oral evidence of the workmen is half-hazard, the evidence of the workmen Shri Gauri Rai who examined himself as WW-1 claims that the 35 workmen are now members of his union. He has stated that he was working as a workman under the F.C.I. and performing the duties of loading and unloading and used to get the payment from F.C.I. the bill was paid to the Sardar who used to distribute the money amongst the employees. Only because he himself and his other friends left the earlier union, the original union to which other belonged, raised some trouble and they were not allowed to join their duties and were retrenched in 1982. They moved the High Court but the High Court of Gauhati refused to entertain that and held that it is matter for the Tribunal to decide. The Junior Manager of the F.C.I. asked them not to work. He however stated in his evidence that he did not have any paper to establish such fact. Though his case in his evidence was that he was getting his wages from the Labour Sardar, he had stated in his cross-examination that he and his fellow workmen were appointed by the F.C.I. directly but the payments were made by the F.C.I. through the Sardar and denied to have any papers with them in support of his contention.

Another person by name Wahed Ali Azad was examined as WW-2 who claims to be the General Secretary of the F.C.I. Workers and Employees Union. He said that 35 employees mentioned in the reference were appointed by the F.C.I. and there was no such system of issuance of appointment letter at that time. The FCI came into existence in 1975 and people who were working in the Regional Director of Food were taken-over by the FCI. At the time of starting of the FCI some documents were given to the workmen but either they were destroyed or they might be with the FCI. He had admitted that he had not mentioned the same in the written statement. According to him all the 35 persons were retrenched but no retrenchment notice was served on them and they have no papers in this regard and all these 35 workmen were members of the FCI Workers and Employees Union.

7. With these distorted facts it is difficult to hold that if all the 35 employees or any of the emp-

loyees mentioned in the list annexed to the schedule of reference had found mention in the acquittance role of the F.C.I. as the existence of a acquittance roll is admitted by the management's witness according to whom the acquittance roll would show that they were the persons engaged by the F.C.I. No attempt has been made by the workmen to produce the same in the case. Without any proper evidence in support of the contention that these workmen who were working in the Regional Director of Food earlier to the formation of the F.C.I., were taken over by the F.C.I. and allowed to continue under the F.C.I. and were stopped to be given any work at a particular point of time without any reason, no relief can be given of reinstating them with back wages.

8. The only materials available is the evidence of the Suraj Rai who was examined as MW-1, who had stated that he was a Labour Sardar and was so appointed in the year 1986, which was done with the knowledge of the union and labourers who were working under him. He had admitted to have engaged the workmen for the work of the F.C.I. and stated in his cross-examination that the labourers were engaged by the F.C.I. and not by him and the labourers were paid through him in presence of the Depot Incharge and the Direct Payment System was introduced with effect from 1985. He admitted not to have maintained any register for the workmen who were working under him but they have been maintained by the F.C.I. This witness who had been examined on behalf of the management, and whose statement, is binding of the Management gives the impression that these workmen had been working since 1985 and were engaged for the F.C.I. and not totally strangers to the F.C.I. as the payments were made to workers as per the list submitted by him and in presence of the Depot Incharge. The management witness No. MW-2 states in his cross-examination that a despatch register was being maintained by the F.C.I. At the material time there was Direct Payment System and in 1981 Gauri Rai and Suraj Rai used to be paid in Direct Payment and such payment was made by the Dist. Manager. the acquittance role was sent through him to the District Manager, which may be available in the office. During his cross-examination on 23-11-1992 he stated that he had not brought the Despatch Register as he was not instructed by the employer even though he had promised to produce the same and he said that in the acquittance role the names of the employees would be appearing.

9. If the documents are in possession of the party which has a strong bearing in the case and are not produced, the inference must be against the person withholding the document. Taking into consideration the statement of MW-1 as well as MW-2, there is basis to hold that these 35 persons would had been working in the F.C.I. Had this acquittance

role and the despatch register been produced by the management and it could have supported the case of the worker concerned. This witness says that the documents could not be produced because the employer did not instruct him to produce the same. Taking into consideration the fact that the 35 persons mentioned in the list of the schedule had not given work since May 1982 but have been denied their right to work, while they were available for service for which they were being engaged, I hold that thus, be taken back to the service of the FCI as labourers from the date the Award comes into operation and be paid a consolidated amount of Rs. 5000/- as compensations to each of them for loss of their wage which they would have earned had the management not refused to give them work. The total back wages is denied to each one of them since no evidence is led by each of them if he was being engaged for the total period of the month under the F.C.I.

The reference is answered accordingly.

K. C. JAGADEB ROY, Presiding Officer

Dated, Calcutta

The 28th February, 1997.

नई दिल्ली 25 मार्च, 1997

का०प्रा० 1078:—ग्रौदोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा II के अनुसरण में केन्द्रीय सरकार यूरेनियम कार्पोरेशन ब्रॉफ इंडिया लि० के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट ग्रौदोगिक विवाद में केन्द्रीय सरकार ग्रौदोगिक अधिकरण सं० 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-97 को प्राप्त हुआ था।

[सं० एल -29012/17/92-ग्राई आर (विविध)]

बी०एम० डेविड, डेस्क अधिकारी

New Delhi, the 25th March, 1997

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Uranium Corporation of India Ltd., and their workman, which was received by the Central Government on the 25th March, 1997.

[No. L-29012/17/92-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD  
In the matter of a reference under section 10(1)  
(d)(2-A) of the Industrial Disputes Act, 1947

Reference No. 48 of 1994

**PARTIES :**

Employers in relation to the management of Uranium Corporation of India Ltd., Jadugoda Mines.

AND

Their Workmen.

**PRESENT :**

Shri Tarkeshwar Prasad, Presiding Officer.

**APPEARANCES :**

For the Employers—Shri P. R. Rakshit, Advocate.

For the Workmen—Shri S. N. Goswami, Advocate.

**STATE :** Bihar. **INDUSTRY :** Uranium.

Dated, the 13th March, 1997

**AWARD**

By Order No. L-29012/17/92-IR (Misc.) dated 3rd February, 1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the order dated 21st September, 1992 of the management of the Uranium Corporation of India Ltd., Jadugoda Mine to dismiss the workman Sh. Purna Chandra Dhar, Drillman 'C' Token No. 1379 is justified or not? If not, what relief the workman is entitled to and since when."

2. The workman and the sponsoring union appeared and filed written statement stating therein that the management is engaged in mining and processing uranium ore to get uranium out of it and the Standing Order has been duly certified under the Industrial Employment (Standing Orders) Act, 1946. It is further said that the workman was employed in the mines of the company around the year 1969 as Drillman 'C' and since then he was performing his duty with unblemished record of service till his dismissal which was improper, unjustified and it is said that there was 50 groups known as Crew, consisting of one drillman and 2 helpers in each group and there was no standard norm for drilling a particular number of meters per crew during 8 hours duty in a day. It is also said that he was doing unblemished record of service, but all on a sudden he was served with a chargesheet dated 30th April, 1992 alleging that he had resorted to go slow tactics with effect from 18th April, 1992 resulting reducing in production. It was also said that even after pursuance given by the management he did not give normal production and deliberately slowing down the work and disobeyed the order and for that chargesheet was is-

sued. He was required to show cause within 48 hours and he submitted written explanation denying the allegation. It is also said that his performance was not lower than any other crew/drillman at that time and issuance of chargesheet was arbitrary and discriminatory.

3. It is said that the Manager (Personnel & Administration) was not the competent authority to issue charge-sheet and the appointment of the Enquiry Officer also suffers from lack of competence and jurisdiction. Thereafter domestic enquiry was held which was also not in accordance with principles of natural justice. The workman representative was not competent like the management representative and he could not defend himself properly. The Enquiry Officer found him guilty and on the basis of the same dismissal letter dated 21st September, 1992 was issued to him.

4. It is further said therein that denial of natural justice has been done by the management and copy of the report and finding of the Enquiry Officer was not given to the workman prior to dismissal for making representation against the same and that dismissal authority was not competent one. It is further said that there was arbitrary discrimination for taking disciplinary action and punishment where all the 50 crews were identically situated in the matter and in the relevant period. It is also said that the Enquiry Officer was bias in favour of the management and against the workman. It is incorrect that he was taking leading part in organising or instigating crew to slow down the production. It is also said that the punishment given to the workman was highly disproportionate showing victimisation and there was unfair labour practices and victimisation of the workman and in this view of the matter the action of the management was malafide. It is finally said that dismissal order was not justified and the workman is entitled for reinstatement with full back wages and continuity of service it is finally said that an award be passed accordingly.

5. I find that the management appeared and filed written statement stating therein that the reference is not maintainable either in law or on facts and the reference was too stale and any relief can't be given by the Tribunal and the management of Uranium Corporation of India Ltd. is not an 'industry' under Sec. 2(j) of the Industrial Disputes Act. It is also said that the workman was dismissed from service for proved misconduct in a regular enquiry held against him where reasonable opportunity was given to him to defend himself and the principles of natural justice and fair play were observed by the Enquiry Officer and thereafter after considering and concurring with the report of the Enquiry Officer dismissal order was issued to the workman and the demand of the workman is not justified at all in the circumstances of the case.

6. It is further said that the workman was working as Drillman 'C' during 1991-92 and during the period in consideration from 18th March, 1992 to 18th April, 1992 the drilling average meterage of the workman was upto 21 metres which is much below and alarming in comparison to meterage given by the workman which showed that he was adopting 'go slow tactics' and negligence in discharge of duties causing loss and damage to the management, despite appeal made by the management of the Corporation.

7. It is further said that after issuance of charge-sheet reply was given by the workman on 2-5-92 which was not found satisfactory and domestic enquiry was held by the Enquiry Officer in which the workman and co-representative were given full opportunity to defend themselves and to examine the witness and that the enquiry was quite fair and proper and as per principle of natural justice and after considering the enquiry report and concurrence with the competent authority dismissal letter dated 21-9-92 was issued to the workman and the punishment given to the workman was in accordance with gravity of offence and it did not require any interference by the Tribunal. It is further said that this holding of domestic enquiry be decided as preliminary issue. It is finally said that the action of the management was quite justified and the workman was not entitled for any relief or reliefs as prayed and an award be passed accordingly.

8. I further find that a rejoinder has been given by the management to the written statement of the workman denying the allegation as not true, incorrect and irrelevant. It is also said that the punishment given to the workman was not disproportionate at all in view of the grave misconduct committed by the workman was fully established in the domestic enquiry. Other statements are said to be absolutely incorrect. It is finally said that an award be passed accordingly.

9. I further find that a rejoinder has been given by the workman to the written statement of the management denying the allegation parwise and specifically and the same is said to be incorrect and denied and it was also said devoid of merit and untenable. It is finally said that relief be granted to the workman as prayed.

10. It may be noted here that holding of domestic enquiry was heard as preliminary issue and vide order dated 26-11-96 the same has been held to be fair and proper.

11. It may be noted here that one witness was examined on each side on the point of preliminary issue and thereafter no further evidence has been adduced by either side. However, some documents were filed by the management which have been exhibited as Exts. M-1 to M-7 which are

Report and finding of the Enquiry Officer (Ext. M-1), dismissal letter dated 21-9-92 (Ext. M-2), Administrative Instruction dt. 4-4-79 (Ext. M-3), Charge-sheet (Ext. M-4), Appointment of Enquiry Officer (Ext. M-5), Standing Order (Ext. M-6) and Proceeding of the enquiry (Ext. M-7).

12. Now, the point for consideration in this case is—

- (a) As to whether any disadvantage|prejudice was caused to the workman by non-supply of copy of enquiry report prior to awarding the punishment of dismissal ?
- (b) Whether the punishment awarded to him was too severe considering past service record of the workman and circumstances of the case; and
- (c) Whether or not the workman is entitled for any relief.

13. All these points are inter-linked and as such are taken together for their consideration.

14. While arguing the case it has been submitted on behalf of the workman that the domestic enquiry held by the management was not fair and proper and no full opportunity was given to the workman to defend himself and it was not in accordance with the principles of natural justice. However, I find that this point of domestic enquiry has been heard and decided as preliminary issue where it has been held vide order dated 26-11-96 that the domestic enquiry was held fairly and properly and no further finding is required to be given on this point. However, another point has been raised on behalf of the workman that admittedly copy of enquiry report was not given to him prior to passing of dismissal order and in absence of such copy of enquiry report he could not make proper representation to the management for sympathetic consideration and in this way he was put to disadvantage and was certainly prejudiced by this action of the management. Had opportunity been given to him by serving copy of the report of the Enquiry Officer he might have approached to the management with suitable representation for considering his case sympathetically and if required at all to give lighter punishment, but the aforesaid dismissal order (Ext. M-2), is too severe in the facts and circumstances of the case that only 4/5 drillmen including the workman were picked and chose by the management and were dealt with severely in the form of their dismissal whereas the rest other drillmen and were dealt with severely in the form management and this action of the management was certainly discriminatory and punishment given to him was also disproportionate to the action of the workman.

15. In support of this contention some authorities have also been referred as 5 SCLJ-3333 where it has been held by their Lordships of Hon'ble Supreme Court—"mere participation would not justify dismissal if distinction could not be made between those who participated in "go slow tactics". Similarly, 1988 (57) F.L.R. 719 (SC) has also been cited where too it has been held by their Lordships of Hon'ble Supreme Court that "order of discharges or dismissal from service found fair and legal, but Labour Court can direct reinstatement with 75 percent of back wages should not be arbitrary." Similarly, 1974 (II) LLJ. 339 (Rajasthan) has also been filed where it was held by the learned Justice that "under Section 11-A when the Tribunal gives cogent reason while punishment is unjustified, arbitrary and excessive, writ judicial court must be slow in interference." My attention has also been drawn by the learned lawyer of the workman to the authorities of the Hon'ble Supreme Court as reported in the case of Union of India VS. Ramban Khan [1991 (I) SCC page 588] and in the cast of ECIL, Hyderabad and others VS. B. Karunakar and others (1993-Vol-4 SCC, page 727).

16. Perused the authorities and it has been submitted on behalf of the workman that the Hon'ble Apex Court and various High Courts have clearly defined the powers of the Tribunal after introduction of Sec. 11-A of the I.D. Act and if discharge or dismissal of the workman is found to be unjustified and arbitrary or excessive and not in conformity with the misconduct as alleged, the Tribunal can interfere and even pass order for reinstatement upto 75 percent of back wages as held by their Lordships of Apex Court reported in 1988(57) F.L.R. 719. It is further submitted that a similar case against a co-drillman in Reference No. 89/93 was heard by this very Tribunal and award for reinstatement of the workman was passed with direction of back wages having liberty to the management to proceed with the enquiry by placing the employee under suspension and continue enquiry from the stage of furnishing the copy of the enquiry report and it is further pointed out that the present management had gone to the Hon'ble High Court, Ranchi Bench in writ petition No. CWJC-3231/96(R) and the Hon'ble Court has upheld the award passed by this Tribunal and the writ was dismissed with observation that it is without any merit. It is pointed out that the case of the present workman is similar and is on the same footing and here also copy of enquiry report was not given to the workman before passing order of dismissal vide Ext. M-2, although the same has been given to the workman during conciliation proceeding as pointed by the management while hearing preliminary issue and it is submitted that the workman was certainly put to disadvantage as in absence of copy of enquiry report he could not make proper represen-

tation to the management for considering his case sympathetically to award lesser punishment if at all so needed.

17. I find much force in this plea taken on behalf of the workman. It is also submitted that some authorities have been referred on behalf of the management while arguing the case on merit and has been noted down in the written argument. But these authorities are of the period prior to introduction of provision of Sec. 11-A of the I.D. Act which gives the Tribunal or Labour Court vast power to re-consider the evidence afresh put forward in the domestic enquiry. In this view of the matter it is submitted that the workman is entitled for relief as claimed and he should be reinstated in service or any lesser punishment ought to have been given to him. This order of dismissal causing economic death of the workman as he is sole bread earner of his family.

18. On the other hand, it has been submitted on behalf of the management that as domestic enquiry has been held to be fair and proper while hearing as preliminary issue, no fresh evidence could have been led on record and the workman could have argued only on the point of severity of punishment. It is also submitted that misconduct of the workman of "go slow tactics" and having leading role in this "go slow tactics" he was rightly chargesheeted to which reply was given by the workman and the same was not found to be satisfactory and thereafter domestic enquiry was held in which the workman alongwith his co-represents participated and full opportunity was given to him to cross-examine the management's witnesses, to give his own statement or to examine his defence witness and nowhere any objection was raised by the workman about holding of the enquiry not being fair or against the Enquiry Officer himself and after considering all these points this preliminary issue was decided in favour of the management and that it can't be reiterated while hearing argument on merit of the case. It is also submitted that "go slow tactics" is serious type of misconduct and as such punishment given to the workman in the form of dismissal cannot be said to be excessive and the Tribunal or Labour Court can't interfere in the matter of awarding punishment by the management. It is also submitted that the Tribunal should not interfere in such cases and for that a number of authorities have been referred as reported in—(i) 1987 L.I.C. (Division Bench) page 77, (ii) 1978 L.I.C. 1178 (Motor Industrial Co.), (iii) 1996 (72) F.L.R. 46 (P&H), (iv) 1992 LLR—366 (P&H) (Ratan Chand), (v) 1961 AIR-860(SC)—1980 LIC 336 (Hindusthan Steel Ltd.)—Theft case—not expedient to employ and AIR 1992(SC) 2118.

19. From these authorities and a few more it has been submitted on behalf of the management

that considering the seriousness of the misconduct committed by the workman and the charges found to be proved in the domestic enquiry the management concurred with the finding of the Enquiry Officer and order of dismissal was passed and the action of the management was fully justified and any interference at all is required by the Tribunal. It is also submitted that no prejudice or any hardship was caused to the workman by not giving enquiry report to him prior to passing the dismissal order as no punishment was suggested by the Enquiry Officer and in view of the matter also there is no improper action on behalf of the management, to be turned as unfair labour practice and there is no question of causing any discrimination or arbitrariness with the workman and the latter is not entitled to any relief as claimed.

20. However, after going through the case record, I find much force in the plea taken on behalf of the workman that certainly if copy of the enquiry report had been given to him prior to passing of the dismissal order which would have made much difference to him as he would have been in a better position to place his case by way of representation before the management to consider the hardship caused to him also of his unblemished service career as he was working always for the benefit of the management and there was no iota of truth that he has instigated other co-workmen to go slow in production and certainly he has been prejudiced by not giving the copy of the enquiry report. I further find that recently order of the Hon'ble High Court passed in CWJC No. 3231/96(R) dated 8-1-97 has been received in Reference No. 88/93 wherein similar case between co-workman and the same management, order for reinstatement of the workman was passed by this very Tribunal vide order dated 26-5-95 with liberty to the management to proceed with the enquiry from the stage of giving of the copy of enquiry report to the workman and putting the workman under suspension if so required. This order was challenged by the management before the Hon'ble High Court in the aforesaid CWJC and the same has been dismissed by the Hon'ble Court and upheld the order of the Tribunal and it was also held that there was no merit in the application of the applicant-management. The case of the present workman is quite similar and he also stands on the same footing as he is one of the five drillmen out of 50 drillmen who have been dismissed by the management on the charge of "go slow tactics". All above noted points are decided accordingly in favour of the workman.

21. Accordingly, I hold that the action of the management in dismissing the workman was not justified and the order of punishment is hereby set aside and the management is directed to reinstate the workman in service from the date of his dismissal till the date of his superannuation i.e. January, 1995, as pointed out in the written argu-

ment of the management (page 5) and the concerned workman will be entitled for 75 per cent of full back wages with all other benefits till the date of superannuation. Had the workman more service the management would have been at a liberty to proceed with the domestic enquiry from the stage of serving copy of the enquiry report to the workman and if required after putting him under suspension. But as he has already crossed the age of superannuation, in view of the matter, I find that such continuation of domestic enquiry is of no meaning. As such, the workman would be getting only monetary benefit from the date of reinstatement till the date of his superannuation in January, 1995.

## 22. Hence, the following award:—

The action of the management of Uranium Corporation of India Ltd. in dismissing Shri Purna Chandra Dhar, Drillman 'C', Token No. 1379 vide their order dated 21-9-92 is not justified. The management is directed to reinstate the concerned workman in service from the date of his dismissal and pay him 75 per cent of full back wages with all other benefits till the date of his superannuation i.e. January, 1995.

In the circumstances of the case, there will be no order as to cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 25 मार्च, 1997

का. आ. 1970:—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाक-तार विभाग मेहसाना के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकारण अहमदाबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 25-3-97 को प्राप्त हुआ था।

[सं. एल-40012/91/89-डी. 2(बी. ह)]

के. बी. बी. उर्णी, डैस्क अधिकारी

New Delhi, the 25th March, 1997

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Post & Telegraph, Mehsana and their workmen, which was received by the Central Government on 25th March, 1997.

[No. L-40012/91/89-D2(B)]  
K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI P. R. DAVE, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL CENTRAL, AHMEDABAD

Reference (ITC) No. 11 of 1990

ADJUDICATION  
BETWEEN

Assistant Engineer,  
Post & Telegraph, Mehsana . . . First party.

AND

The workmen employed under it. . . Second party

In the matter of reinstating Shri Narotam Jeenabhai Parmar, a casual labour of Asstt. Engg. P&T Satellite Project, Mehsana with full back wages.

APPEARANCES :

Shri B. N. Joshi, learned Advocate—for the first party.

Kum. Ashaben Gupta, learned Advocate—for the second party.

AWARD

By an Order No. L-40012|91|89-D-2(B) dated 31st January, 1990, the Desk Officer, Labour Ministry, Government of India, New Delhi has referred an industrial dispute as stated in the Schedule of above order between the above parties u/s. 10(1) of the I.D. Act, 1947, initially to the Industrial Tribunal of Shri V. H. Thakore and subsequently to the Industrial Tribunal of Shri Bhatt and finally, it was transferred to this Tribunal by an appropriate order of the Government.

Before this matter can be heard and finally disposed of, Shri N. J. Parmar, the concerned workman has filed a Purshis Ex. stating that the Telecommunication is not an "industry" according to Supreme Court's order dated 2nd February, 1996 and, therefore, the second party may be granted permission to withdraw the reference with leave to approach proper forum for his dispute as prayed for in the interest of justice in view of above, I pass the following order :—

ORDER

— Permission is granted to withdraw the reference to second party with leave to approach proper forum for his dispute as prayed for in the interest of justice and the reference is disposed of accordingly with no order as to costs.

Ahmedabad, 27th February, 1997.

P. R. DAVE, Presiding Officer

नई दिल्ली, 3 अप्रैल, 1997

का. आ. 1080.—उपदान मंत्रालय अधिनियम, 1972 (1972 का 39) को धारा 1 को उपधारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय मरकार एवं द्वारा उन सभी शैक्षणिक संस्थाओं को, जिनमें दस या अधिक व्यक्ति नियोजित हैं या पिछले 12 महीनों के दौरान किसी दिन नियोजित रहे, ऐसे प्रतिष्ठानों के वर्ग के रूप में विनिर्दिष्ट करती है जिन पर उक्त अधिनियम इस अधिसूचना के प्रकाशन की तिथि से प्रभावी होगा :

परन्तु यह कि इस अधिसूचना में कही गई कोई बात अम मंत्रालय को अधिसूचना का. आ. सं. 239 दिनांक 8 जनवरी, 1982 के प्रचालन को प्रभावित नहीं करेगी।

[का. सं. एस-42013/1/95-एस एस-II]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 3rd April, 1997

— S.O. 1080.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 1 of the Payment of Gratuity Act, 1972 (39 of 1972), the Central Government hereby specified the educational institutions in which ten or more persons are employed or were employed on any day preceding 12 months as a class of establishments to which the said Act shall apply with effect from the date of publication of this notification :

Provided that nothing contained in this notification shall affect the operation of the notification of the Ministry of Labour S.O. No. 239 dated the 8th January, 1982.

[F. No. S-42013/1/95-SS.III  
J. P. SHUKLA, Under Secy.

नई दिल्ली, 10 अप्रैल, 1997

का. आ. 1081.—केन्द्रीय सरकार के यह भवाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, शौश्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उपखण्ड (VI) के उपबंधों के अनुसरण में भारत सरकार के अम मंत्रालय की अधिसूचना संख्या का. आ. 2998 दिनांक 11 अक्टूबर, 1996 द्वारा किसी भी व्यनिज तेल (कच्चा तेल) मोटर और विमान स्प्रिट, डीजल तेल, मिट्टी का तेल, ईंधन तेल, विविध हाइड्रोकार्बन तेल और उनके मिश्रण, जिनमें सिन्थेटिक ईंधन, स्लेहक तेल और हसी प्रकार के तेल शामिल हैं, के निर्माण या उत्पादन में लगे उद्योग में सेवाओं का उक्त अधिनियम के प्रयोजनों के लिए 11 अक्टूबर, 1996 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

ग्रन्त: अब, शौश्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उपखण्ड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग की उक्त अधिनियम के प्रयोजनों के लिए 11 अप्रैल, 1997 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या प्र. -11017/6/97-आई. आर. (पी. एल.)]

एच. सी. गुप्ता, अवर सचिव

New Delhi, the 10th April, 1997

S.O. 1081.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour, S.O. No. 2998, dated 11th October, 1996, the Industry engaged in the manufacture or production of Mineral Oil (Crude Oil), Motor and Aviation, Sprit, Diesel Oil, Kerosene O. Fuel Oil, Diverse Hydrocarbon Oil and their blends including synthetic fuels, Lubricating Oils and the like, to be a public utility service for the purpose of the said Act for a period of six months from the 11 October, 1996 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 11th April, 1997.

[No. S-11017/6/97-IR (PL)]

H. C. GUPTA, Under Secy.

